



STATE OF ALASKA
Department of Environmental Conservation
Division of Environmental Health
555 Cordova Street
Anchorage, Alaska 99501

Request For Proposals
RFP Number 2013-1800-1740
Date of Issue: June 7, 2013

Title and Purpose of RFP
Tsunami Marine Debris Surveying, Monitoring, Removal and Disposal

The Department of Environmental Conservation, Division of Environmental Health, is soliciting proposals for the monitoring, aerial surveying, removal, and disposal of marine debris that is arriving on Alaska shorelines as a result of the 2011 earthquake and tsunami in Japan. This debris is negatively impacting the environment as well as fish and wildlife habitats. Debris removal operations must be performed according to marine debris removal and reporting protocols; aerial surveys must be performed consistent with marine debris aerial survey standards and FAA airspace restrictions. The Department seeks to enter into term contracts for the performance of these operations over a period of up to five years. No more than three contractors will be approved per region.

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 subsequent amendments. Failure to contact the procurement officer may result in the rejection of your offer.

Sonja Love-Hestnes
Procurement Officer
Department of Environmental Conservation

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SECTION ONE INTRODUCTION AND INSTRUCTIONS

1.01 Return Mailing Address, Contact Person, Telephone, Fax Numbers and Deadline for Receipt of Proposals

Offerors must submit four (4) copies of their proposal, in writing, and one (1) CD to the procurement officer in a sealed envelope. In a separate sealed envelope, offerors are to submit one (1) original Cost Proposal – addressed as follows:

Department of Environmental Conservation
Division of Environmental Health
Attention: Sonja Love-Hestnes
Request for Proposal (RFP) Number: 2013-1800-1740
Project name: Tsunami Marine Debris Surveying, Monitoring, Removal and Disposal
555 Cordova Street
Anchorage, Alaska 99501

Proposals must be received no later than 1:30 P.M., Alaska Time on July 1, 2013. Fax or oral proposals are not acceptable.

An offeror's failure to submit its proposal prior to the deadline will cause the proposal to be disqualified. Late proposals or amendments will not be opened or accepted for evaluation.

PROCUREMENT OFFICER:

Sonja Love-Hestnes 555 Cordova Street Anchorage, Alaska 99501
PHONE 907-269-3090 FAX 907-269-3061 email: sonja.love.hestnes@alaska.gov

TDD/TYY Relay Service: 907-770-8973 Dial 7-1-1 (from anywhere inside Alaska)
TDD/TYY Relay Service: 800-770-8255 Dial toll-free from anywhere outside the State of Alaska
Other Alaska Relay Telephonic Accessibility Information: www.AlaskaRelay.com

Offerors 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 (10) days prior to the deadline of receipt of proposals.

The State of Alaska provides one Request for Proposal (RFP). Additional RFPs may be purchased for the cost of reproduction, \$.25 per page.

1.02 Contract Term and Work Schedule

The contract term and work schedule set out herein represents the State of Alaska's best estimate of the schedule that will be followed. If a component of this schedule, such as the opening date, is delayed, the rest of the schedule will be shifted by the same number of days.

The length of the contract will be from the date of award, *approximately* August 1, 2013, through June 30, 2014 and includes four (4) one year-renewal options.

The approximate contract schedule is as follows:

- Issue RFP: June 7, 2013
- Deadline to submit written questions: June 17, 2013
- Deadline to submit proposals: July 1, 2013 1:30 Alaska Time
- Proposal Evaluation complete: July 10, 2013
- Notice of Intent to Award: July 12, 2013
- State of Alaska issues contract(s): July 22, 2013
- Contract start: Approximately August 1, 2013
- Contract end: June 30, 2014

1.03 Purpose of the RFP

The Department of Environmental Conservation, Division of Environmental Health, is soliciting proposals for the monitoring, aerial surveying, removal, and disposal of marine debris that is arriving on Alaska shorelines as a result of the 2011 earthquake and tsunami in Japan. This debris is negatively impacting the environment as well as fish and wildlife habitats. Debris removal operations must be performed according to marine debris removal and reporting protocols; aerial surveys must be performed consistent with marine debris aerial survey standards and FAA airspace restrictions. The Department seeks to enter into term contracts for the performance of these operations over a period of up to five years. No more than three contractors will be approved per region.

1.04 Budget

The Department of Environmental Conservation, Division of Environmental Health, estimates the combined total amount of payments under all term contracts for the entirety of the contract will not exceed \$25,000,000. Approval of contracts resulting from this RFP and subsequent Project RFPs is contingent upon legislative appropriation and funding sources.

1.05 Location of Work

The locations where the work is to be performed are Alaska shorelines from Southeast Alaska to the Alaska Peninsula. Attachment 8 lists the regions (and the specific shoreline areas included in each region) for which Project RFPs may later be issued.

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 this requirement or to obtain a waiver may cause the state to reject the proposal as non-responsive, or cancel the contract.

1.06 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: <http://www.state.gov/j/tip>

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

1.07 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.

1.08 Required Review

Offerors should carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and objectionable material must be made in writing and received by the procurement officer at least ten days before the proposal opening. This will allow issuance of any necessary amendments. It will also help prevent the opening of a defective solicitation and exposure of offeror's proposals upon which award could not be made. Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the procurement officer, in writing, at least ten days before the time set for opening.

1.09 Questions Received Prior to Opening of Proposals

All questions must be in writing and directed to the issuing office, addressed 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.

1.10 Amendments

If an amendment is issued, it will be provided to all who were mailed a copy of the RFP and to those who have registered with the procurement officer as having downloaded the RFP from the State of Alaska Online Public Notice web site.

1.11 Alternate Proposals

Offerors may submit only one proposal for each Scope of Work (5.01.A, and/or 5.01.B or both) for evaluation. In accordance with 2 AAC 12.830 alternate proposals (proposals that offer something different than what is asked for) will be rejected.

1.12 Right of Rejection

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

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

The procurement officer may waive 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.

The state reserves the right to refrain from making an award if it determines that to be in its best interest. **A proposal from a debarred or suspended offeror shall be rejected.**

1.13 State Not Responsible for Preparation Costs

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

1.14 Disclosure of Proposal Contents

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

Trade secrets and other proprietary data contained in proposals may be held confidential if the offeror requests, in writing, that the procurement officer does so, and if the procurement officer agrees, in writing, to do so. Material considered confidential by the offeror must be clearly identified and the offeror must include a brief statement that sets out the reasons for confidentiality.

1.15 Subcontractors

Subcontractors may be used to perform work under this contract. If an offeror intends to use subcontractors, the offeror must identify in the proposal the type of work the subcontractors will perform.

If the prime contractor intends to rely on key subcontractors to provide expertise, prior experience, or professional services required in Section 2.08 (A) or (B) of this RFP, the contractor must provide the following information concerning each prospective key subcontractor within five working days from the date of the state's request:

- (a) complete name of the subcontractor;
- (b) complete address of the subcontractor;
- (c) type of work the subcontractor will be performing;
- (d) percentage of work the subcontractor will be providing;
- (e) evidence that the subcontractor holds a valid Alaska business license; and
- (f) 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. Subcontractor changes, additions, or substitutions at any point during the contract term must be submitted to the Department for approval. The definition of "key subcontractor" is in section 3.12 of this RFP.

1.16 Joint Ventures

Joint ventures are acceptable. If submitting a proposal as a joint venture, the offeror must submit a copy of the joint venture agreement which identifies the principals involved and their rights and responsibilities regarding performance and payment.

1.17 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;
- (g) that the offers will remain open and valid for at least 90 days; and
- (h) that programs, services, and activities provided to the general public under the resulting contract conform with the Americans with Disabilities Act of 1990, and the regulations issued thereunder by the federal government.

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

1.18 Conflict of Interest

Each proposal shall include a statement indicating whether or not the offeror or any individuals working on the contract or any subcontractor 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 Commissioner, Department of Environmental Conservation, or the Commissioner's designee, reserves the right to 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 program to be developed by the offeror. The determination of the Commissioner or the Commissioner's designee regarding any questions of conflict of interest shall be final.

1.19 Right to Inspect Place of Business

At reasonable times, the state may inspect those areas of the contractor's or subcontractor'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.

1.20 Solicitation Advertising

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

1.21 News Releases

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

1.22 Assignment

Per 2 AAC 12.480, the contractor may not transfer or assign any portion of the contract without prior written approval from the procurement officer.

1.23 Disputes

Any dispute arising out of this agreement will be resolved under the laws of the State of Alaska. Any appeal of an administrative order or any original action to enforce any provision of this agreement or to obtain relief from or remedy in connection with this agreement may be brought only in the Superior Court for the State of Alaska.

1.24 Severability

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

SECTION TWO

STANDARD PROPOSAL INFORMATION

2.01 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 opening date.

2.02 Pre-proposal Conference

There will be no pre-proposal conference. Questions in regard to this RFP must be submitted via email or fax to the Procurement Officer by date. The Department will provide written answers to these questions and distribute them to all registered offerors.

2.03 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.

2.04 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.

2.05 Supplemental Terms and Conditions

Proposals must comply with Section 1.12 Right of Rejection. However, if the state fails to identify or detect supplemental terms or conditions that conflicts 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:

- a) 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
- b) 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.

2.06 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 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 proposal evaluation committee may be adjusted as a result of a clarification under this section.

2.07 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 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.

2.08 Prior Experience

A. Debris Monitoring, Removal, and Disposal

In order for offers to be considered responsive to the Scope of Work in **Section 5.01.A**, offerors must document the following minimum prior experience requirements:

- 1) Marine experience (including navigation, transit, and landing) in the waters and on the shorelines in every region in which the offeror is proposing to provide service. (See Attachment 8 of this RFP for a list of those regions.) Documentation of experience must include specific knowledge about access to the shorelines and beaches in each region, including years of experience, time at sea, landings, etc. as appropriate.
- 2) Experience in sorting, assessing, and removing marine debris on remote beaches and shorelines. This must include experience with funded operations which required the collection and reporting of data on debris volume collected, on specific types of debris removed, on sorting debris for disposal, on the number and nature of debris items left for further removal efforts, and documenting all methods of sorting and disposal (transporting debris by multiple methods to landfills or recycling) as appropriate for each area or project.

- 3) Training, monitoring, and supervising work crews in the removal of marine debris in remote locations.
- 4) Providing travel and accommodations (transport, housing, and other per diem needs) for work crews as necessary for remote shorelines and beaches.
- 5) Providing or obtaining training regarding debris identification and removal, including a safety plan and appropriate HAZMAT practices, including monitoring, training, supplies (PPE), and handling procedures for work crews (which must include crew members with HAZWOPR 24 hr training and first aid certification).
- 6) Coordinating the transportation of marine debris to landfills and recycling services by multiple methods (air, water, and land)
- 7) Experience in grant and project management with federal, state, and local government grants, contracts, or cooperative agreements, and with private grants or funding, including mandatory accounting and data management
- 8) Providing photographs and data records (including GIS-compatible GPS coordinates) to document the amount and type of debris identified, removed, or stowed for further response efforts
- 9) Experience coordinating with other known debris removal operations, regardless of the funding sources for those operations, in order to maximize efficiency and minimize duplication of recycling and disposal efforts if reasonably possible; these may include joint ventures.
- 10) Experience in successful marine debris-removal and disposal projects in Alaska in the last five years, for which the offeror must provide the number of projects, and dates, descriptions, references, and reference contact information for each.

B. Aerial Surveying

In order for offers to be considered responsive to the Scope of Work in **Section 5.01.B**, offerors must document the following minimum prior experience requirements:

- 1) Licensed pilot with a commercial rating, instrument rating, and a minimum of 500 documented hours of Alaskan coastal low level survey-type flying (below 1500' MSL not including IFR flight) 100 hours of which must have been within the past two years. Documentation must include both logged hours and project records.
- 2) Pilot must have documented knowledge and experience in the identification, tracking, and movement of marine debris, including familiarity with the impact of tides, topography, winds, and bathymetry on marine debris accumulation.
- 3) Flight surveying experience must include the production and analysis of high-resolution survey image data produced utilizing flight-following software and resulting in GIS compatible GPS data, secure (backed up) data recording, date and time stamping in SHP file format and the use of EXIF files, or file types of equivalent or better functionality.
- 4) Personnel must have documented experience with professional quality cameras and lenses and with the use of cameras and other survey recording equipment in the aviation environment,

including knowledge of FAA regulations in regard to the use of internal or external equipment mounts.

- 5) Pilot and other personnel must have experience with post-flight debriefings and coordination as needed with clean-up crews, debris and shoreline monitors, and other project managers.
- 6) Experience in at least two successfully completed aerial debris-related survey projects in Alaska in the last five years, for which the offeror must provide dates, descriptions, references, and reference contact information.

An offeror's failure to meet the minimum prior experience requirements for the scope of work they intend to qualify for and be considered for (Section 5.01.A, Section 5.01.B, or both) will cause their proposal to be considered non-responsive and their proposal will be rejected.

2.09 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 SEVEN of this RFP.

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.

2.10 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.

2.11 Alaska Business License and Other Required Licenses

At the time the proposals are opened, all offerors must hold a valid Alaska business license and any necessary applicable professional licenses required by Alaska Statute. Proposals must be submitted under the name as appearing on the person's current Alaska business license in order to be considered responsive. Offerors should contact the Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing, P. O. Box 110806, Juneau, Alaska 99811-0806, for information on these licenses. Offerors must submit evidence of a valid Alaska business license with the proposal. An offeror's failure to submit this evidence with the proposal will cause their proposal to be determined non-responsive. Acceptable evidence that the offeror possesses a valid Alaska business license may consist of any one of the following:

- (a) copy of an Alaska business license;
- (b) certification on the proposal that the offeror has a valid Alaska business license and has included the license number in the proposal;

- (c) a canceled check for the Alaska business license fee;
- (d) a copy of the Alaska business license application with a receipt stamp from the state's occupational licensing office; or
- (e) a sworn and notarized affidavit 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.
- Mining licenses issued by Alaska Department of Revenue

2.12 Application of Preferences

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

<http://doa.alaska.gov/dgs/policy.html>

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 36.30.170(c)
Alaskans with Disability Preference - AS 36.30.170 (e)
Employers of People with Disabilities Preference - AS 36.30.170 (f)
Alaska Veteran's Preference - AS 36.30.175

The Division of Vocational Rehabilitation in the Department of Labor and Workforce Development keeps a list of qualified employment programs; a list of individuals who qualify as persons with a disability; and a list of persons who qualify as employers with 50 percent or more of their employees being disabled. A person must be on this list at the time the bid is opened in order to qualify for a preference under this section.

As evidence of an individual's or a business' right to a certain preference, the Division of Vocational Rehabilitation will issue a certification letter. To take advantage of the employment program preference, Alaskans with Disability Preference or Employers of People with Disabilities Preference described above, an individual or business must be on the appropriate Division of Vocational Rehabilitation list at the time the proposal is opened, and must provide the procurement officer a copy of their certification letter. Offerors must attach a copy of their certification letter to the proposal. The offeror's failure to provide the certification letter mentioned above with the proposal will cause the state to disallow the preference.

2.13 5 Percent Minority Business Enterprise and Women's Business Enterprise

Minority and Women's Business Utilization

This procurement is funded in part or fully through federal grants or cooperative agreements. It is national policy to award a fair share of contracts to Minority Firms and Women's Business Enterprises through affirmative action.

This RFP incorporates a 50 point preference for all qualified Minority Firms and Women's Business Enterprises.

In order to be deemed a bona fide Minority Business Enterprise (MBE) or Women's Business Enterprise (WBE) a firm must be certified by the Small Business Administration (SBA) other Federal or State agency, or be self-certified as an independent business concern which is at least fifty-one percent (51%) owned and controlled by minority group members or women.

It is the responsibility of the offeror to include in their proposal an affidavit of their qualifications and of the qualifications of their subcontractors for this preference.

2.14 Formula Used to Convert Cost to Points AS 36.30.250 & 2 AAC 12.260

The distribution of points based on cost will be determined as set out in 2 AAC 12.260 (c). The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the method set out below. In the generic example below, cost is weighted as 40% of the overall total score. The weighting of cost may be different in your particular RFP. See section SEVEN to determine the value, or weight, of cost for this RFP.

EXAMPLE

Formula Used to Convert Cost to Points

[STEP 1]

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

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

[STEP 2]

Convert cost to points using this formula.

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

The RFP allotted 40% (40 points) of the total of 100 points for cost.

Offeror #1 receives 40 points.

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

Offeror #2 receives 37.4 points.

$$\begin{array}{ccccccc} \$40,000 & \times & 40 & = & 1,600,000 & \div & \$42,750 & = & 37.4 \\ \text{Lowest} & & \text{Max} & & & & \text{Offeror \#2} & & \text{Points} \\ \text{Cost} & & \text{Points} & & & & \text{Adjusted By} & & \\ & & & & & & \text{The Application Of} & & \\ & & & & & & \text{All Applicable} & & \\ & & & & & & \text{Preferences} & & \end{array}$$

Offeror #3 receives 33.7 points.

$$\begin{array}{ccccccc} \$40,000 & \times & 40 & = & 1,600,000 & \div & \$47,500 & = & 33.7 \\ \text{Lowest} & & \text{Max} & & & & \text{Offeror \#3} & & \text{Points} \\ \text{Cost} & & \text{Points} & & & & \text{Adjusted By} & & \\ & & & & & & \text{The Application Of} & & \\ & & & & & & \text{All Applicable} & & \\ & & & & & & \text{Preferences} & & \end{array}$$

2.15 Contract Negotiation

2 AAC 12.315 CONTRACT NEGOTIATIONS After final evaluation, the procurement officer may negotiate with the offeror of the highest-ranked proposal. Negotiations, if held, shall be within the scope of the request for proposals and limited to those items which would not have an effect on the ranking of proposals. If the highest-ranked offeror fails to provide necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the state may terminate negotiations and negotiate with the offeror of the next highest-ranked proposal. If contract negotiations are commenced, they may be held in the conference room on the first floor of the ADEC Anchorage Office at 555 Cordova Street in Anchorage, Alaska.

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

2.16 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.

2.17 Notice of Intent to Award (NIA) — Offeror Notification of Selection

After the completion of contract negotiation the procurement officer will issue written Notice(s) of Intent to Award (NIA) and send copies to all offerors. The NIA will set out the names of all offerors and identify the proposal(s) selected for award.

2.18 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:

- a. the name, address, and telephone number of the protester;
- b. the signature of the protester or the protester's representative;
- c. identification of the contracting agency and the solicitation or contract at issue;
- d. 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."

SECTION THREE STANDARD CONTRACT INFORMATION

3.01 Contract Type

This contract is a firm fixed price contract.

The Department reserves the right to contract with companies outside of this contract or the Term contracts which follow when it is advantageous to the State, such as, but not limited to, emergencies, conflicts of interest, or the occurrence of a significant debris-related event or other external event that exceeds the capacities of the existing contractors.

Term contracts will be awarded for a period of approximately one year, with the Department's option to extend the contract for four (4) additional one-year periods, contingent upon receipt of funding.

3.02 Contract Approval

This RFP does not, by itself, obligate the state. The contract(s) resulting from this RFP will commence when approved by the Commissioner of the Department of Environmental Conservation 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 dates set by the state.

To be eligible to respond to Project RFPs, offerors must first be awarded a contract for this current RFP. In their responses to this current RFP, offerors must list every region they wish to be considered to work in, and they must include information regarding their general knowledge of and familiarity with the shorelines listed in those regions. Only offerors who are awarded contracts in this RFP may respond to future Project RFPs.

3.03 Contractor Selection Method for Individual Projects

Offerors under contract from this RFP may respond only to Project RFPs in the specific regions in which they were approved to operate in the contract resulting from this RFP. (Note: once qualified to work in a region, if contractors are not prepared to operate in a specified segment for a Project RFP, the contractor must affirmatively decline to respond to the Project RFP.)

A. PROJECT RFP

The Department will issue Project RFPs for work in the regions listed in Attachment 8. Project RFPs will identify specific beaches or shoreline segments within the subject region. There will be a competitive solicitation and evaluation of all Project RFPs. Evaluation criteria will be developed for each project and will be based on project-specific and segment-specific requirements. Upon selection of a contractor for a Project RFP, a Notice to Proceed NTP) will be issued.

B. EVALUATION CRITERIA

Evaluation criteria for Project RFPs may include, but not be limited to the following:

- (1) Availability
- (2) Conflict of interest
- (3) Cost
- (4) Experience with the particular tasks required in the Project RFP
- (5) Familiarity with the geographical segments (project areas) designated in the Project RFP

C. SIMULTANEOUS ORDERS

The Department reserves the right to negotiate and place orders simultaneously with more than one contractor. It must be understood that at times projects are initiated with only minimal information available to the Department in regard to debris accumulation, weather, and other factors. The selection of a contractor in these cases will be made based on the best information available and will not be subject to conjecture or dispute.

D. REQUIREMENT OF NONDUPLICATION OF FUNDING, SITE OPERATIONS, AND SITE SELECTION

The contractors and all subcontractors must affirm that no debris-related project undertaken in the course of any NTPs or contracts following this RFP will be:

- (1) funded in whole or in any part by any other funding source, public or private;
- (2) undertaken on any shoreline or geographic area on which any known previous debris-related operations (funded by any source) other than monitoring and aerial surveying have been undertaken within the previous three months without the express written approval of the Department Project Director.

However, similar work funded by other sources in nearby remote areas in consecutive operations is allowed as long as contractor does not bill both funders for the same work. (Example: a contractor is funded by ADEC for debris removal on a shoreline. The contractor transports a crew from the originating harbor to that shoreline and performs DEC contract operations. Without returning to the originating harbor, the crew then proceeds to another shoreline to perform debris removal under a contract with a separate funder. The contractor then transports the crew back to the originating harbor. This is authorized as long as contractor does not bill or report the same time and costs (transportation disposal, or beach time) to both funders.)

E. REQUIREMENT OF COOPERATION WITH OTHER CONTRACTORS AND OTHER KNOWN DEBRIS OPERATIONS

Cooperation between contractors while under a contract or NTP is a requirement of this contract as a whole. The requirement of cooperation becomes effective with the acceptance of this contract by each contractor and at the time of signing the agreement. Inability of any contractor to work effectively with other contractors and other known marine debris removal and disposal operations, regardless of the funding source of those operations, may be grounds for dismissal from a project or termination of a contract. The Department's decision will be final in all matters arising from disputes under this section.

F. NOTICE TO PROCEED

A Notice to Proceed (NTP) is a formal document serving as a contract which awards a project to one of the successful contractors. The NTP sets the terms for the work that is to be performed. Both the Department Contract Manager (or Division Project Director) and the contractor's authorized signatory must sign it. The contractor will provide a technical and a not-to-exceed cost proposal. Invoices which provide specific cost category details will be required in the course of performance.

G. COMMENCEMENT OF WORK

No work will commence by the contractor without a signed NTP work order issued by the Department Contract Manager or Division Project Director.

H. TOTAL COST

The total cost for a project will not exceed the amount authorized under the NTPs issued for the Project RFP. If at any time during the performance of an NTP the contractor has reason to believe that a total price to the Department will exceed the not-to-exceed amount of the project, the contractor will notify both the Department Contract Manager and the Division Project Director and provide an estimate of the additional cost for completion of the project. Similarly, if at any time during the performance of the NTP the Department has reason to believe that the work required will exceed the not-to-exceed price due to a change in conditions, or if additional work will be required, the Department will so advise the contractor and will require revised costs estimates. The Department will not be obligated to pay any amount in excess of the not-to-exceed amount set forth in the given NTP. If condition changes increase the NTP amount, the contractor will not be obligated to continue performance resulting in charges exceeding the price unless and until the Department Contract Manager or Division Project has authorized the increase in writing and a revised NTP has been issued.

I. AMENDMENTS OF NTPS

NTP Amendments will be issued when an extension of time is needed to complete the project, or when the scope of work has been modified by the Department, which may cause a change in the project costs. The amended NTP order must be signed by both the Department Contract Manager and the contractor's authorized signatory prior to performing any additional work incurring additional cost, or working past the original time limit.

3.04 Standard Contract Provisions

The contractor will be required to sign and submit the attached State's Standard Agreement Form for Professional Services Contracts (form 02-093/Appendix A). The contractor must comply with the contract provisions set out in this attachment. No alteration of these provisions will be permitted without prior written approval from the Department of Law. Objections to any of the provisions in Appendix A must be set out in the offeror's proposal.

3.05 Proposal as a Part of the Contract

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

3.06 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.

3.07 Insurance Requirements

The successful offeror must provide proof of workers' compensation insurance prior to contract approval.

The successful offeror must secure the insurance coverage required by the state. The coverage must be satisfactory to the Department of Administration Division of Risk Management. An offeror's failure to provide evidence of such insurance coverage is a material breach and grounds for withdrawal of the award or termination of the contract.

Offerors must review form APPENDIX B1, attached, for details on required coverage. No alteration of these requirements will be permitted without prior written approval from the Department of Administration, Division of Risk Management. Objections to any of the requirements in APPENDIX B1 must be set out in the offeror's proposal.

***Per the State of Alaska, Division of Risk Management, offeror's must have the following additional insurance:**

For Debris Monitoring, Removal and Disposal; Scope of Work, 5.01-A.:

- Vessels over > 40' will require - \$5,000,000.00 Protection and Indemnity (P & I) with pollution endorsement.
- Vessels under < 40' will require- \$1,000,000.00 P&I insurance, with pollution endorsement.
- Open Skiffs of 20' or less will require \$300,000.00 P&I insurance, with pollution endorsement.
(this would not include vessels under 20' that are NOT skiffs or vessels with a primary service of transporting passengers, that would come under the \$1mil coverage requirement.)
- Shore based operations do not require P&I insurance at any level.

For Aerial Surveying; Scope of Work, 5.01 B:

- Requires \$1,000,000.00 Aircraft Liability

3.08 Contract Funding

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

3.09 Contract Payment

No payment will be made until the contract is approved by the Commissioner of the Department of Environmental Conservation 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.

3.10 Project Payment Procedures

When a Project RFP is issued and a contractor is issued the NTP, the contractor will be compensated for services to the Alaska Department of Conservation (ADEC) in accordance with the following:

- (a) Contractor can invoice the ADEC on a monthly basis. Invoices will be based on services completed in the month prior. ADEC will endeavor to make payment for services within a thirty (30) day period after the Contract Manager has received a complete and accurate pay request, with all required supporting documents.
- (b) Labor, equipment, and overhead rates submitted by the contractor and attached herein are considered part of the contract.
- (c) If contractor has employees, a listing of current employees and their job categories, hourly rate, and billing rate must accompany each monthly billing.
- (d) The contractor will prepare quarterly billing statements of expenditures and services with an invoice summary that itemizes each cost category, provides totals, and includes a brief progress report indication work performed and status toward completion.
- (e) Interest for late payment will not be paid on this contract.
- (f) Invoices must reference the NTP number billing period, and whether the invoice is a final billing.
- (g) Invoices are to be mailed to the address in Block 10 of the Standard Agreement Form.
- (h) Final invoices must be received by the Contract Manager no later than sixty (60) days following contract expiration.
- (i) If total monthly charges do not exceed two thousand five hundred dollars (\$2500) an invoice billing need not be submitted for that month.
- (j) NTPs authorized under this contract will be on a funds available basis.
- (k) NTPs will be closed upon receipt of all deliverables and payment of all invoices.

3.11 Informal Debriefing

When the contract is completed, an informal debriefing may be performed at the discretion of the project director. If performed, the scope of the debriefing will be limited to the work performed by the contractor but may include multiple contractors and other stakeholders.

3.12 Contract Personnel

Contractor and subcontractor qualification and experience will be evaluated to establish this contract. Changes, additions, or substitutions of key personnel and key subcontractors at any point during the contract term must be submitted to the Department for approval. "Key" personnel and "key" subcontractors include all individuals whose experience and expertise are fundamental to contractor's compliance with the prior experience of section 2.08 (A) or (B) of this RFP. Key personnel changes that are not approved by the state may be grounds for the state to terminate the contract.

3.13 Inspection & Modification - Reimbursement for Unacceptable Deliverables

The contractor is responsible for the completion of all work set out in the contract and NTPs. 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 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.

3.14 Termination for Default

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

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

3.15 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 project director has secured any required state approvals necessary for the amendment and issued a written contract amendment, approved by the Commissioner of the Department of Environmental Conservation or the Commissioner's designee.

3.16 Contract Invalidation

If any provision of this contract is found to be invalid, such invalidation will not be construed to invalidate the entire contract.

SECTION FOUR BACKGROUND INFORMATION

4.01 Background Information

At the direction of Governor Parnell of the State of Alaska, the Alaska Department of Environmental Conservation (ADEC), Division of Environmental Health (EH) is tasked with the coordination of efforts to ensure a timely and effective response by State agencies to the large amounts of tsunami marine debris reaching Alaska shorelines as a result of the March 2011 earthquake and tsunami in Japan. A principal responsibility of the Department and the Division is to work with the National Oceanic and Atmospheric Administration (NOAA) to request, accept, manage, and distribute Alaska's share of the tsunami debris response funds contributed by the Government of Japan (GOJ) for tsunami debris response in Alaska and other states.

Pursuant to the Memorandum of Agreement (MOA) between NOAA (specifically the Marine Debris Division, Office of Response and Restoration, National Ocean Service, National Oceanic and Atmospheric Administration, U.S. Department of Commerce) and the Department of Environmental Conservation, State of Alaska (ADEC), these funds are to be used for services related to the monitoring, removal and disposal of marine debris (including hazardous objects or materials, small debris, alien and invasive species) and to the surveying and monitoring work necessary for the determination of where debris removal should take place. All work will be performed according to standardized protocols for debris collection, survey, and analysis. Further prioritization of impact areas will be based on debris density, composition, and potential resource and/or use impact.

Following the completion in 2012 of an initial tsunami debris removal effort and an aerial survey of Alaska shorelines, a workshop was held in January 2013 to develop guidance for the prioritization of shoreline debris response efforts for the 2013 field season. This RFP is intended to identify and contract with private sector contractors to accomplish the task of utilizing the GOJ funds as well as other potential future funds to maximize the state's effectiveness at responding to tsunami marine debris.

Debris-related operations and services which are allowed and contemplated under the terms of the MOA between NOAA and ADEC include activities to remove or support the removal of marine debris including hazardous objects and materials, small debris (e.g., plastic, line and net, foam, Styrofoam), alien and invasive species (non-native marine life attached to debris), sustainable debris disposal, and survey and monitoring work (using standardized protocols for collection, analysis, and prioritization) intended to assist in the determination of where debris removal should be prioritized.

Aerial survey operations are a critical part of addressing the extent and location of marine debris on Alaska shorelines. The aerial survey done in July 2012 provided an excellent baseline for the location and assessment of shoreline debris including tsunami-related debris and other marine debris. Earlier debris prediction estimates – the "current driven" models distributed by NOAA – have been modified as wind-driven debris has made it to shorelines earlier than originally estimated. It is now important to review debris accumulations in order to identify the impact of winter storms on debris arrival and dispersal. A targeted update to the nearly year-old aerial surveys is needed to identify changes in debris accumulation in the segments prioritized in the January 2013 prioritization workshop.

For debris removal and aerial surveying Project RFPs which will follow this RFP it will be critical for contractors to be able to mobilize very quickly, because field operations can generally only be performed between May and early September. ADEC will provide as much notice as possible to contractors regarding expectations regarding the timing and availability of funds for Project RFPs. However, funds are presently being routed through the federal government (NOAA) and thus projections regarding timing and availability are not within the Department's control.

SECTION FIVE SCOPE OF WORK

5.01 Scope of Work

The Department is soliciting proposals from qualified contractors for marine debris-related operations including monitoring, removal, and disposal of marine debris, and aerial surveying. Offerors who wish to perform Marine Debris Monitoring, Removal, and Disposal must be qualified to perform and have experience performing the tasks described in subsection A below; Offerors who wish to perform Aerial Surveying must be qualified to perform and have experience performing the tasks described in subsection B below. Following the award of contracts under this RFP, successful offerors will be given the opportunity to respond to subsequent Project RFPs which will be issued for individual projects, these Project RFPs will seek responses for debris or surveying operations in one (1) or more of the seven (7) regions (including the forty-seven (47) geographic segments and two (2) additional aerial survey areas).

A. Debris Monitoring, Removal, and Disposal

- Select, train, compensate, and monitor personnel in the performance of marine debris removal and disposal operations
- Identify and provide or coordinate transportation, housing, and other per diem needs for debris removal personnel on remote shoreline and beach worksites
- Provide all necessary tools and equipment for the safe collection, assessment, measurement, and transportation of marine debris
- Transport personnel and materials to shorelines identified for debris removal with appropriate landing craft, crew-quarters vessels, and work vessels
- Provide safety and hazmat training for work crews and monitor all operations for compliance with hazmat and safety standards and requirements, and habitat restrictions
- Sort, identify, assess, measure, photograph, remove, transport, and dispose of marine debris located on identified shorelines, including small debris such as plastic, line and net, foam, and Styrofoam; alien and invasive species (non-native marine life attached to debris) and hazardous objects and materials; all operations must comply with protocols and reporting requirements which will be provided in Project RFPs
- Coordinate and provide documentation (including invoices) of the costs and quantities of debris disposal and recycling
- Submit contract performance documentation and reports as required
- Comply with protocols for handling, photographing, and reporting, and in limited circumstances retaining tsunami-related debris items of potential personal significance to Japan or to tsunami survivors or communities.

B. Aerial Survey

Produce a comprehensive low altitude aerial survey and analysis of identified beaches and shorelines in Alaska, documenting the concentration of marine debris in order to assist in the determination of marine debris cleanup operations priorities

- Fly identified Alaska coastal shorelines at low levels (below MSL 1500') in VFR conditions as required to allow for the collection of high-resolution survey image data
- Identify and track (while in flight) the movement of marine debris while considering tides, topography, winds, bathymetry and FAA airspace restrictions regarding critical habitats
- Produce high-resolution video and high resolution digital still imagery of identified shorelines from an oblique viewpoint through the use professional quality cameras and lenses and other survey recording equipment
- Produce nadir view imagery with high resolution digital cameras with 1-2 cm pixel resolution on identified beaches.
- Geo-reference all GIS compatible survey data with appropriate metadata suitable for translation into a variety of mapping products.
- Analyze all image data and compare and contrast the survey results with previously produced survey results (from 2012 or other prior surveys)
- Participate in post-flight debriefings with State of Alaska and other stakeholders before and after surveying to codify survey approach and communicate results.

5.02 Deliverables

The contractor will be required to provide the following deliverables:

A. Debris Monitoring, Removal, and Disposal

- Pictures of before and after tsunami-debris removal from each beach, weather permitting
- Documentation of total debris removed and transported for disposal or recycling by type, weight or volume, (as appropriate) and record shoreline coverage on reporting forms which will be issued in Project RFPs
- Written quarterly reports, in the format to be provided in Project RFPs, summarizing cleanup and disposal activities, location information, crew hours, and weather and environmental conditions that affected the project, and providing follow up recommendations

B. Aerial Survey

- Pre and post survey meeting with State of Alaska and identified stakeholders
- GPS tagged photographs of all identified and surveyed shorelines and beaches
- High resolution still imagery at 1-2 cm ground/pixel resolution of collector beaches
- HD video of impacted coastline with GPS position and time stamp (no screen overlay) (not interlaced video)

- Maximum ground/pixel resolution of 10 cm ground pixel resolution, usable for individual jpg frame grabs
- Identify and document heavily impacted debris areas using mapping outputs
- Provide comprehensive analysis of all data images and products to assist stakeholders in the prioritization of shoreline areas based on debris accumulation levels, sensitivity of locations, access, and critical debris types
- Contribute new data to supplement the existing GIS-based map showing debris concentration photos, with data and analysis compatible with previously produced surveys and with Google Earth, ERMA, and other formats as required
- Provide an accurate updated survey comparable to and compatible with previous surveys and useful for future direction and analysis

SECTION SIX PROPOSAL FORMAT AND CONTENT

6.01 Proposal Format and Content

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

6.02 Introduction

Proposals must include the complete name, physical address, and mailing 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 for the Minority Business Enterprise/Women's Business Enterprise preference.

Contractors who wish to qualify for both 5.01 Scope of Work: A (Marine Debris Monitoring, Removal, and Disposal) and Scope of Work B (Aerial Surveying) must submit a separate proposal for each Scope of Work and must clearly identify which response is for which Scope of Work.

Proposals must be signed by a company officer empowered to bind the company. An offeror's failure to include these items in the proposal may cause the proposal to be determined to be non-responsive and the proposal may be rejected.

6.03 Understanding of the Project

Offerors must provide comprehensive narrative statements that illustrate their understanding of the requirements for the scope of work for which they intend to qualify (Section 5.01.A or Section 5.01.B or both).

6.04 Facilities and Equipment for the Project

Offerors responding to Scope of Work 5.01.A must provide a comprehensive narrative describing the equipment, **(vessel size must be stated)**, supplies, and facilities necessary and available to

- (1) provide work crews with safe transport and access to shorelines in remote areas;
- (2) enable work crews to perform debris operations safely and effectively; and
- (3) transport, weigh, measure, catalog, and otherwise document the disposal and recycling of debris that has been removed from shorelines, with appropriate cost information.

Offerors responding to Scope of Work 5.01.B must provide a comprehensive narrative describing the equipment, supplies, and facilities necessary and available to:

- (1) perform low-level Alaska coastal survey flights and
- (2) produce the required survey images and file documentation, with appropriate cost information.

6.05 Management Plan for the Project

Offerors must provide comprehensive narrative statements that set out the management plan they intend to follow and illustrate how the plan will serve to accomplish the work and meet the state's project schedule.

6.06 Experience and Qualifications

Offerors must provide an organizational chart which specifies the key personnel and key subcontractors assigned to accomplish the work called for in this RFP; illustrate the lines of authority; and designate the individuals responsible and accountable for the completion of each component and deliverable of the RFP.

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

- a. title
- b. resume

Offerors must specify which of the regions listed in Attachment 8 the offeror intends to qualify to provide services in, and must document experience in and familiarity with the geographical segments listed in the region. (Note: once qualified to work in a region, contractors are not required to respond to all the Project RFPs for all the shorelines in that region. Contractors may decline to respond to Project RFPs if the work is in specific areas in which they are not prepared to work.)

The narrative must provide reference names and phone numbers for similar projects the offeror's firm has completed. These projects must include the experience required in Section 2.08.A (10) and Section 2.08.B (6). If the offeror is submitting proposals in response to both A and/or B or both in the Scope of Work in Section 5.01, then each proposal must include the appropriate references and experience.

6.07 Cost Proposal

A. Scope of Work A: Debris Monitoring, Removal, and Disposal

For Scope of Work 5.01.A, the offeror must submit a hypothetical cost proposal for the type of debris work the offeror is prepared to do: (1) extended operation or (2) day trip or both.

1. Extended operation cost proposal must be for a representative five -day cleanup (overnight stays required) of high windage apparent tsunami marine debris (e.g., plastic, line, net, form, Styrofoam) on a 10 mile beach segment from which debris can be removed without aerial support. Proposal must also

identify the most significant unknown factors which contribute to the uncertainty of the hypothetical cost proposal. **Do not include the cost of insurance in the hypothetical cost proposal.** Costs must be specified in the following categories:

- Cleanup crew (personnel) costs
- Vessel lease and equipment costs
- Fuel costs
- Shipping/recycling/disposal costs
- Administrative costs

2. Day trip cost proposal must be for a representative one-day cleanup of high windage apparent tsunami marine debris (e.g., plastic, line, net, form, Styrofoam) on a 2 mile beach segment from which debris can be removed without aerial support. Proposal must also identify the most significant unknown factors which contribute to the uncertainty of the hypothetical cost proposal. **Do not include the cost of insurance in the hypothetical cost proposal.** Costs must be specified in the following categories:

- Cleanup crew (personnel) costs
- Vessel (or vehicle) lease and equipment costs
- Fuel costs
- Shipping/recycling/disposal costs
- Administrative costs

B. Scope of Work B: Aerial Survey

For Scope of Work 5.01.B, the offeror must submit a cost proposal for a hypothetical, representative 250 mile aerial survey. Proposal must also identify the most significant unknown factors which contribute to the uncertainty of a hypothetical cost proposal. **Do not include the cost of insurance in the hypothetical cost proposal.** Costs must be specified in the following categories:

- Aircraft per hour (wet)
- Pilot per hour
- Camera operator per hour
- Imaging equipment per hour
- Data/image processing
- Administrative costs

6.08 Evaluation Criteria

All proposals will be reviewed to determine if they are responsive. They will then be evaluated using the criteria in Section SEVEN.

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.

A proposal shall be evaluated to determine whether the offeror responds to the provisions, including goals and financial incentives, established in the request for proposals in order to eliminate and prevent discrimination in state contracting because of race, religion, color, national origin, sex, age, marital status, pregnancy, parenthood, or disability.

SECTION SEVEN EVALUATION CRITERIA AND CONTRACTOR SELECTION

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

7.01 Understanding of the Project (50 Points)

All proposals will be evaluated against the questions set out below:

- [a] How well has the offeror demonstrated a thorough understanding of the purpose and scope of the project?
- [b] How well has the offeror identified pertinent issues and potential problems related to the project?
- [c] To what degree has the offeror demonstrated an understanding of the deliverables the state expects it to provide?
- [d] Has the offeror demonstrated an understanding of the state's time schedule and can the offeror meet it?
- [e] Has the offeror clearly specified which of the project regions (Attachment 8) it intends to qualify to operate in?

7.02 Facilities and Equipment for the Project (Scope of Work A – 100 Points; Scope of Work B- 150 Points)

Proposals will be evaluated against the questions set out below:

- [a] For offerors responding to Scope of Work 5.01.A, Debris Monitoring, Removal, and Disposal: How adequately does the offeror document understanding, having (or having the ability to contract for) and providing the facilities, equipment, and supplies necessary (i.e. boats, landing craft, lodging facilities) to provide crews with access to shorelines where cleanup operations will be performed, to ensure crew comfort and safety while performing debris operations, and return the crews safely to ports or other launch sites upon completion of debris activities?
- [b] For offerors responding to Scope of Work 5.01.A, Debris Monitoring, Removal, and Disposal: How adequately does the offeror document understanding, having (or having the ability to contract for) and providing the facilities, equipment, and supplies to shoreline crews in order to perform onsite debris operations safely and effectively?
- [c] For offerors responding to Scope of Work 5.01.A, Debris Monitoring, Removal, and Disposal: How adequately does the offeror document understanding, having (or having the ability to contract for) and providing the necessary facilities, equipment, and supplies to

transport, weigh, measure, catalog, and otherwise document the disposal and/or recycling of debris that has been removed from shorelines?

- [d] For offerors responding to Scope of Work 5.01.B, Aerial Surveying: How adequately does the offeror document understanding, having (or having the ability to contract for) the necessary aircraft for performing low-level Alaska coastal survey flights?
- [e] For offerors responding to Scope of Work 5.01.B, Aerial Surveying: How adequately does the offeror document understanding, and having (or having the ability to contract for) the necessary equipment to produce survey images and file documentation?

7.03 Management Plan for the Project (Scope of Work A – 100 Points; Scope of Work B- 50 Points)

All proposals will be evaluated against the questions set out below:

- [a] How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP?
- [b] Is accountability completely and clearly defined?
- [c] Is the organization of the project team clear?
- [d] How well does the management plan illustrate the lines of authority and communication?
- [e] To what extent does the offeror already have the hardware, software, equipment, and licenses necessary to perform the contract?
- [f] Has the offeror gone beyond the minimum tasks necessary to meet the objectives of the RFP?
- [g] To what degree is the proposal practical and feasible?
- [h] To what extent has the offeror identified potential problems?

7.04 Experience and Qualifications (400 Points)

All proposals will be evaluated against the questions set out below:

Questions regarding the key personnel and key subcontractors

- [a] Do the individuals and subcontractors assigned to the project have experience as required in Section 2.08.A and/or 2.08.B or both, as appropriate, on similar projects in Alaska conditions?
- [b] Are resumes for persons providing professional services 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?
- [d] How well does the offeror document the ability and experience in identifying and deploying the personnel necessary to perform non-technical debris removal services (e.g., beach crew members?)

Questions regarding the firm:

- [e] How well has the firm demonstrated experience in completing similar projects on time and within budget?
- [f] How successful is the general history of the firm regarding timely and successful completion of projects?
- [g] Has the firm provided letters of reference from previous clients?
- [h] If a subcontractor will perform work on the contract, how well do they measure up to the evaluation used for the offeror?

7.05 Contract Cost (300 Points)

Overall, a maximum of **30%** of the total evaluation points will be assigned to cost. The cost amount used for evaluation may be affected by one or more of the preferences referenced under Section 2.12 and 2.13.

Converting Cost to Points

The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the method set out in Section 2.14.

7.06 Minority Business Enterprise and Women's Business Enterprise (50 Points)

To receive the MBE/WBE preference, the offeror must provide an affidavit detailing their qualifications for this preference.

SECTION EIGHT ATTACHMENTS

8.01 Attachments

Attachment 1	Proposal Evaluation Form
Attachment 2	Standard Agreement Form (SAF)
Attachment 3	Appendix B1 – Indemnity and insurance
Attachment 4	Notice of Intent to Award.
Attachment 5	Notice to Proceed Invoice Summary
Attachment 6	Valid Alaska Business License Proof
Attachment 7	Federal Debarment Certification Form
Attachment 8	Regions for Debris Operations (with geographic segments identified)
Attachment 9	Cost Proposal – Sample Project
Attachment 10	Checklist

Attachment #1 PROPOSAL EVALUATION FORM

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

Person or Firm Name _____

Name of Proposal Evaluation (PEC) Member _____

Date of Review _____

RFP Number _____

Scope of Work: 5.01.A (Debris Monitoring, Removal, and Disposal) _____

Scope of Work: 5.01.B (Aerial Survey) _____

EVALUATION CRITERIA AND SCORING

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

7.01 Understanding of the Project— 50 Points

Maximum Point Value for this Section – 50 Points

Proposals will be evaluated against the questions set out below.

- [a] How well has the offeror demonstrated a thorough understanding of the purpose and scope of the project?
- [b] How well has the offeror identified pertinent issues and potential problems related to the project?
- [c] To what degree has the offeror demonstrated an understanding of the deliverables the state expects it to provide?
- [d] Has the offeror demonstrated understanding of the state's time schedule; can the proposer meet it?
- [e] Has the offeror clearly specified which of the project areas it intends to qualify to operate in?

EVALUATOR'S POINT TOTAL FOR 7.01 (Maximum 50)

7.02 Facilities and Equipment for the Project—

Scope of Work A 100 Points; Scope of Work B – 150 Points)

Maximum Point Value for this Section – 100 points or 150 Points

Proposals will be evaluated against the questions set out below.

- [a] (Scope of work 5.01.A) How appropriate and adequate are the facilities, equipment, and supplies the contractor proposes for access, lodging, transport, and safety of crews that will be performing debris operations?
- [b] (Scope of work 5.01.A) How appropriate and adequate are the facilities, equipment, and supplies the contractor proposes to use in performing debris operations safely and effectively?
- [c] (Scope of Work 5.01.A) How appropriate and adequate are the facilities, equipment, and supplies the contractor proposes to use for the transport, weighing, measuring, cataloging, and documenting the disposal and recycling of debris that has been removed from shorelines?
- [d] (Scope of Work 5.01.B) How adequately does the offeror demonstrate the ability to provide the necessary aircraft for performing low-level Alaska coastal survey flights?
- [e] (Scope of Work 5.01.B) How well does the offeror demonstrate the ability to provide the necessary equipment to produce survey images and file documentation?

EVALUATOR'S POINT TOTAL FOR 7.02 (Either 100 or 150) _____

7.03 Management Plan for the Project – Scope of Work A- 100 Points; Scope of Work B- 50 Points)

Maximum Point Value for this Section – 10 Points or 5 Points

All proposals will be evaluated against the questions set out below.

- [a] How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP?
- [b] How well is accountability completely and clearly defined?
- [c] Is the organization of the project team clear?
- [d] How well does the management plan illustrate the lines of authority and communication?
- [e] To what extent does the offeror already have the hardware, software, equipment, and licenses necessary to perform the contract?
- [f] Does it appear that the offeror can meet the schedule set out in the RFP?

- [g] Has the contractor gone beyond the minimum tasks necessary to meet the objectives of the RFP?
- [h] To what degree is the proposal practical and feasible?
- [i] To what extent has the offeror identified potential problems?

EVALUATOR'S POINT TOTAL FOR 7.03 (either 100 or 50) _____

7.04 Experience and Qualifications— 400 Points

Maximum Point Value for this Section - 400 Points
All proposals will be evaluated against the questions set out below.

Questions regarding key personnel and key subcontractors:

- [a] Do the individuals and subcontractors assigned to the project have experience as required in Section 2.08.A and/or 2.08.B or both, as appropriate, on similar projects in Alaska conditions?
- [b] Are resumes for persons providing professional services complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the RFP requires?
- [c] How extensive is the applicable education and experience of the personnel designated to work on the project?
- [d] How well does the offeror document the ability and experience in identifying and deploying the personnel necessary to perform non-technical debris removal services (e.g., beach crew members?)

Questions regarding the firm:

- [e] Has the firm demonstrated experience in completing similar projects on time and within budget?
- [f] How successful is the general history of the firm regarding timely and successful completion of projects?
- [g] Has the firm provided letters of reference from previous clients?
- [h] If a subcontractor will perform work on the project, how well do they measure up to the evaluation used for the offeror?

EVALUATOR'S POINT TOTAL FOR 7.04 (Maximum 400) _____

7.05 Contract Cost — 300 Points

Maximum Point Value for this Section - 300 Points

Overall, a minimum of 30 percent of the total evaluation points will be assigned to cost. The cost amount used for evaluation may be affected by one or more of the preferences referenced under Section 2.12 & 2.13.

Converting Cost to Points

The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the method set out in Section 2.14.

EVALUATOR'S POINT TOTAL FOR 7.05 (Maximum 300) _____

7.06 Minority Business Enterprise and Women's Business Enterprise (5) Points)

If an offeror qualifies for the MBE/WBE Preference, the offeror will receive the preference. The preference will be 5 percent of the total available points. This amount will be added to the overall evaluation score of each qualified offeror.

EVALUATOR'S POINT TOTAL FOR 7.06 (either 0 or 50) _____

EVALUATOR'S COMBINED POINT TOTAL FOR ALL SECTIONS _____

Attachment #2
STANDARD AGREEMENT FORM
Professional Services

1. Agency Contract Number	2. DUNS number (ARRA only)	3. Financial Coding	4. Agency Assigned Encumbrance Number
5. DOA Tracking Number	6. Vendor Number	7. Alaska Business License Number	
This agreement is between the State of Alaska,			
8. Department of Environmental Conservation		Division of here after the State, and	
9. Contractor		here after the Contractor	
Mailing Address	Street or P.O.Box	City	State Zip + 4 Telephone ()
10. ARTICLE 1. Appendices: Appendices referred to in this contract and attached to it are considered part of it. ARTICLE 2. Performance of Service 2.1 Appendix A (General Provisions), Articles 1 through 14, governs the performance of services under this contract, AND , Supplemental Terms & Conditions for Contracts & Grants Using ARRA Funds (applies only to ARRA funded contracts) 2.2 Appendix B1 sets forth the liability and insurance provisions of this contract. 2.3 Appendix C sets forth the services to be performed by the contractor. 2.4 Appendix D sets forth the Compensation plan for this contract. 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 _____ 4.2 When billing the State, the contractor shall refer to the Agency Contract Number and send the billing to:			
11. Department of Environmental Conservation		Division of	
Mailing Address		Attention:	
12. CONTRACTOR		14. CERTIFICATION: I certify that the facts herein and on supporting documents are correct, that this voucher constitutes a legal charge against funds and appropriations cited, that sufficient funds are encumbered to pay this obligation, or that there is a sufficient balance in the appropriation cited to cover this obligation. I am aware that to knowingly make or allow false entries or alterations on a public record, or knowingly destroy, mutilate, suppress, conceal, remove or otherwise impair the variety, legibility or availability of a public record constitutes tampering with public records punishable under AS 11.56.815 - 820. Other disciplinary action may be taken up to and including dismissal.	
Name of Firm			
Signature of Authorized Representative	Date		
Typed or Printed Name of Authorized Representative			
Title	Employer ID No. (EIN) or SSN		
13. CONTRACTING AGENCY			
Department/Division	Date		
Signature of Project Director / Contract Manager		Typed or Printed Name of Authorizing Official Title	
Typed or Printed Name of Project Director / Contract Manager			
Title			

**APPENDIX A
GENERAL PROVISIONS**

4*

Article 1. Definitions.

- 1.1 In this contract and appendices, "Project Director" or "Agency Head" or "Procurement Officer" means the person who signs this contract on behalf of the Requesting Agency and includes a successor or authorized representative.
- 1.2 "State Contracting Agency" means the department for which this contract is to be performed and for which the Commissioner or Authorized Designee acted in signing this contract.

Article 2. Inspections and Reports.

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

Article 3. Disputes.

- 3.1 Any dispute concerning a question of fact arising under this contract which is not disposed of by mutual agreement shall be decided in accordance with AS 36.30.620-632.

Article 4. Equal Employment Opportunity.

- 4.1 The contractor may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, or because of age, disability, sex, marital status, changes in marital status, pregnancy or parenthood when the reasonable demands of the position(s) do not require distinction on the basis of age, disability, sex, marital status, changes in marital status, pregnancy, or parenthood. The contractor shall take affirmative action to insure that the applicants are considered for employment and that employees are treated during employment without unlawful regard to their race, color, religion, national origin, ancestry, disability, age, sex, marital status, changes in marital status, changes in marital status, pregnancy or parenthood. This action must include, but need not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting out the provisions of this paragraph.
- 4.2 The contractor shall state, in all solicitations or advertisements for employees to work on State of Alaska contract jobs, that it is an equal opportunity employer and that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, disability, sex, marital status, changes in marital status, pregnancy or parenthood.
- 4.3 The contractor shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' compensation representative of the contractor's commitments under this article and post copies of the notice in conspicuous places available to all employees and applicants for employment.
- 4.4 The contractor shall include the provisions of this article in every contract, and shall require the inclusion of these provisions in every contract entered into by any of its subcontractors, so that those provisions will be binding upon each subcontractor. For the purpose of including those provisions in a contract or subcontract, as required by this contract, "contractor" and "subcontractor" may be changed to reflect appropriately the name or designation of the parties of the contract or subcontract.
- 4.5 The contractor shall cooperate fully with State efforts which seek to deal with the problem of unlawful discrimination, and with all other State efforts to guarantee fair employment practices under this contract, and promptly comply with all requests and directions from the State Commission for Human Rights or any of its officers or agents relating to prevention of discriminatory employment practices.
- 4.6 Full cooperation in paragraph 4.5 includes, but is not limited to, being a witness in any proceeding involving questions of unlawful discrimination if that is requested by any official or agency of the State of Alaska; permitting employees of the contractor to be witnesses or complainants in any proceeding involving questions of unlawful discrimination, if that is requested by any official or agency of the State of Alaska; participating in meetings; submitting periodic reports on the equal employment aspects of present and future employment; assisting inspection of the contractor's facilities; and promptly complying with all State directives considered essential by any office or agency of the State of Alaska to insure compliance with all federal and State laws, regulations, and policies pertaining to the prevention of discriminatory employment practices.
- 4.7 Failure to perform under this article constitutes a material breach of contract.

Article 5. Termination.

The Project Director, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the State. 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.

Article 6. 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 Project Director and the Agency Head.

Article 7. No Additional Work or Material.

No claim for additional 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 Project Director and approved by the Agency Head.

Article 8. Independent Contractor.

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

Article 9. Payment of Taxes.

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

Article 10. Ownership of Documents.

All designs, drawings, specifications, notes, artwork, and other work developed in the performance of this agreement are produced for hire and remain the sole property of the State of Alaska and may be used by the State for any other purpose without additional compensation to the contractor. The contractor agrees not to assert any rights and not to establish any claim under the design patent or copyright laws. The contractor, for a period of three years after final payment under this contract, agrees to furnish and provide access to all retained materials at the request of the Project Director. Unless otherwise directed by the Project Director, the contractor may retain copies of all the materials.

Article 11. Governing Law.

This contract is governed by the laws of the State of Alaska. All actions concerning this contract shall be brought in the Superior Court of the State of Alaska.

Article 12. Conflicting Provisions.

Unless specifically amended and approved by the Department of Law the General Provisions of this contract supersede any provisions in other appendices. The contractor specifically acknowledges and agrees that provisions in any form contracts it appends hereto that purport to (1) waive the State of Alaska's sovereign immunity, (2) impose indemnification obligations on the State of Alaska that are not conditioned on legislative appropriation, or (3) seek to limit liability of the contractor for acts of contractor negligence, are expressly superseded by this contract and are void.

Article 13. Officials Not to Benefit.

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

Article 14. Covenant Against Contingent Fees.

The contractor warrants that no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee except employees or agencies maintained by the contractor for the purpose of securing business. For the breach or violation of this warranty, the State may terminate this contract without liability or in its discretion deduct from the contract price or consideration the full amount of the commission, percentage, brokerage or contingent fee.

BACK 02-093 (12/29/08)

Attachment #3

APPENDIX B¹ INDEMNITY AND INSURANCE

Article 1. Indemnification

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

Article 2. Insurance

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

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

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

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

***Per the State of Alaska, Division of Risk Management, offeror's must have the following additional Insurance:**

For Debris Monitoring, Removal and Disposal; Scope of Work, 5.01-A.:

- Vessels over > 40' will require - \$5,000,000.00 Protection and Indemnity (P & I) with pollution endorsement.
- Vessels under < 40' will require- \$1,000,000.00 P&I insurance, with pollution endorsement.
- Open Skiffs of 20' or less will require \$300,000.00 P&I insurance, with pollution endorsement. (this would not include vessels under 20' that are NOT skiffs or vessels with a primary service of transporting passengers, that would come under the \$1mil coverage requirement.)
- Shore based operations do not require P&I insurance at any level.

For Aerial Surveying; Scope of Work 5.01 B:

- Requires \$1,000,000.00 Aircraft Liability

Attachment #4

NOTICE OF INTENT TO AWARD

1. Name of Program, Project or Service (Use RFP Title)		2. Date issued
3. Authority Number (s)	4. Name of Procurement Officer	
<p>This is a notice of the State's intent to award a contract. The offeror, identified here as the apparent successful offeror, is instructed not to proceed until a signed contract or other written notice of award is received from the State. A firm or person who proceeds prior to receiving a signed contract or other written notice of award does so at their own risk. AS 36.30.365.</p> <p>An offeror who wishes to protest this Notice of Intent must file a protest within ten (10) calendar days following the date this notice is issued. If the tenth day falls on a weekend or holiday, the last day of the protest period is the first working day following the tenth day.</p> <p>The protest shall be filed with the procurement officer in writing and include the following information:</p> <ul style="list-style-type: none">(1) the name, address, and telephone number of the protester;(2) the signature of the protester or the protester's representative;(3) identification of the contracting agency and the solicitation or contract at issue;(4) a detailed statement of the legal and factual grounds of the protest, including copies of relevant documents; and(5) the form of relief requested (AS 36.30.580 and AS 36.30.585).		
5. Name and Address of Apparent Successful Offeror		
6. Names and Addresses of All Other Respondents (in alphabetical order)		

Attachment #5

TERM AGREEMENT NOTICE TO PROCEED AND INVOICE SUMMARY

CONTRACTOR.....:	NTP NO:
TASKS TO BE PERFORMED:	CONTRACT NO.
PROJECT TITLE.....:	

CONTRACTOR'S INSTRUCTIONS ON REVERSE

NOTICE TO PROCEED	
<p>IN ACCORDANCE WITH OUR TERM AGREEMENT, PROVIDE SERVICES FOR THE ABOVE PROJECT AS DESCRIBED BY THE ATTACHED CORRESPONDENCE.</p> <p>DATED _____ BETWEEN _____ and _____</p> <p style="text-align: right;">ADEC RFA Contract Management 555 Cordova Street Anchorage, Alaska 99501</p> <p>CONSISTING OF _____ PAGES. COMPENSATION FOR THESE SERVICES SHALL NOT EXCEED THE AUTHORIZED AMOUNT(S) ENTERED IN THE INVOICE SUMMARY SECTION (BELOW). CONTRACTOR ENSURES THERE IS NO CONFLICT OF INTEREST IN PERFORMING THIS WORK. CONTRACTOR WILL NOTIFY THE DEC PROJECT MANAGER AND PROVIDE WRITTEN NOTIFICATION TO THE CONTRACT MANAGER WITH JUSTIFICATION FOR ANY COST INCREASE THAT WILL EXCEED THE DOLLAR AMOUNT OF THIS NTP OR FOR ANY TIME EXTENSION BEYOND THE END DATE LISTED ON THIS NTP. PRIOR TO CONTINUING THE PROJECT. NOTIFICATION MUST BE PRESENTED TO BOTH THE DEC PROJECT MANAGER AND CONTRACT MANAGER IMMEDIATELY UPON DETERMINATION BY THE CONTRACTOR THAT THE INCREASE OR EXTENSION IS NECESSARY TO COMPLETE THE PROJECT. WORK MUST NOT CONTINUE UNTIL A NTP AMENDMENT HAS BEEN ISSUED. ALL CHARGES BILLED FOR WORK PERFORMED OUTSIDE THE NTP BEGIN AND END DATES OR EXCEEDING THE AMOUNT OF THIS NTP WILL BE HELD IN DISPUTE BY THE DEPARTMENT AND SETTLED UNDER AS 38.30 ECR, CONTRACT CLAIMS.</p> <p>ORIGIN NTP ISSUE DATE: _____ ADEC PROJECT MANAGER: _____</p> <p>NTP END DATE: _____</p>	
ISSUING OFFICER	NTP ACCEPTED (CONTRACTOR'S MANAGER)
SIGNATURE _____ DATE _____	SIGNATURE _____ DATE _____
NAME: _____	NAME: _____

INVOICE SUMMARY					
CONTRACTOR'S INVOICE NUMBER: _____		THIS IS A: _____ PROCEEDS BILLING _____ FINAL BILLING			
BILLING DATES COVERED: _____ TO _____					
	AUTHORIZED AMOUNT	PRIOR INVOICES	THIS INVOICE	TOTALS TO DATE	BALANCE REMAINING
G & I	\$	\$	\$	\$	\$
EXPENSES	\$	\$	\$	\$	\$
FIXED FEE	\$	\$	\$	\$	\$
TOTAL	\$	\$	\$	\$	\$
PAYMENT REQUEST (CONTRACTOR)			PAYMENT APPROVED (AUTHORIZED OFFICER)		
SIGNATURE _____ DATE _____			SIGNATURE _____ DATE _____		
NAME: _____			NAME: _____		
PAYMENT RECOMMENDED (AGENCY PROJ. MANAGER)			COLLOCATION CODE: LEDGER CODE:		
SIGNATURE _____ DATE _____					
NAME: _____					

Attachment #6

VALID ALASKA BUSINESS LICENSE PROOF

In order to establish bidder/proposer responsibility and award of a contract, the respondent must submit evidence of a valid Alaska Business License for the prime contractor, all subcontractors and if a joint venture, all parties to the joint venture.

Acceptable evidence that the offeror possesses a valid Alaska business license may consist of any one of the following:

- (1) Copy of the Alaska Business License.
- (2) Certification below that the bidder/proposer has a valid Alaska Business License.
- (3) A canceled check for the Alaska Business License fee.
- (4) A copy of the Alaska Business License application with a receipt stamp from the State's business license office.
- (5) A sworn notarized affidavit that the bidder/proposer has applied and paid for the Alaska Business License.
- (6) Other form of evidence acceptable to the Department of Law.

Does your business possess a valid Alaska Business License?

☐ Yes ☐ No

Name of Company as shown on Alaska Business License

Authorized Signature

Date

Printed Name of Authorized Person

Business Tax ID Number

Printed Name of Person Submitting Bid

Telephone Number

(or) attach one of the acceptable Alaska business License Number forms of evidence

Attachment #7

**Department of Environmental Conservation
Federal Debarment Certification Form**

**Certification Regarding Debarment,
Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

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

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

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

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

Name and Title of Authorized Representative

Signature

Date

Federal Debarment Certification Form Instructions

Instructions for Certification

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

Attachment #8

Tsunami Marine Debris Surveying, Monitoring, Removal and Disposal Seven (7) Regions for Debris Operations (with geographic segments identified)

Region	#	Segment Description
Southeast Alaska	1	Annette, Gravina, Duke Islands
	2	South Prince of Wales Island
	3	Cape Muzon to Suemez Island
	4	Baker, Noyes, Lulu, San Fernando, W Prince of Wales Islands
	5	Heceta, Warren, Coronation, S. Kuiu Islands
	6	S. Baranof Island (Cape Ommaney to Sitka)
	7	Kruzof Island
	8	S. Chichagof Island to Lisianski Strait
	9	Lisianski Strait to Icy Point (incl. Cross Sound)
	10	Icy Pt to Dry Bay
	11	Dry Bay to Pt Manby (incl. Yakutat Bay)
Eastern Gulf of Alaska	12	Pt. Manby to Cape Yakataga
	13	Cape Yakataga to Kayak Island
	14	Kayak Island (West, East side)
	15	Kanak Island to Egg Islands
Prince William Sound	16	Outer Hinchinbrook
	17	Inner East PWS (incl. Inner Hinchinbrook)
	18	Inner West PWS
	19	Outer Montague
Central Gulf of Alaska	20	Latouche Island to Cape Resurrection
	21	Cape Resurrection to Aialik Cape
	22	Aialik Cape to Outer Island (Resurrection Bay)
	23	Outer Island to Gore Point
	24	Gore Point to Cape Elizabeth (incl. Elizabeth Island, Perl Island)
Cook Inlet	25	Cape Elizabeth to Kasitna Bay
	26	Kachemak Bay Kasitna to Anchor Point
	27	Anchor Point to Kenai River
	28	Inner Cook Inlet West - Kalgin Island to Chisik Island (Iliamna Point)
	29	Inner Cook Inlet West - Chisik Island (Iliamna Point) to Ursus Cove (Tignavik Point)
	30	Outer Cook Inlet West - Ursus Cove (Tignavik Point) to Douglas River
	31	Augustine Island
Alaska Peninsula	32	Douglas River to Hallo Bay
	33	Barren Islands

	34	Hallo Bay to Kashvik Bay (Cape Kubugakli)
	35	Alinchak Bay (Cape Kubugakli) to Cape Igvak
	36	Cape Igvak to Ashiiak Island
	37	Ashiiak Island to Nakalilok Bay
	38	Nakalilok Bay to Castle Bay
Kodiak Archipelago	39	Shuyak and N. Afognak Island (to Pillar Cape)
	40	Marmot Island, S. Afognak (Pillar Cape to Whale Island)
	41	North Kodiak (Spruce Island to Narrow Cape)
	42	Mid Kodiak (Narrow Cape to Black Pt, Sitkalidak Island)
	43	South Kodiak (Black Pt, Sitkalidak Island to Sundstrom Island)
	44	Tugidak Island, Sitkinak Island
	45	Dark Passage/Party Cape to Steep Cape
	46	Steep Cape to Cape Karluk
	47	Cape Karluk to Cape Alinak

Two (2) Additional Aerial Survey Areas

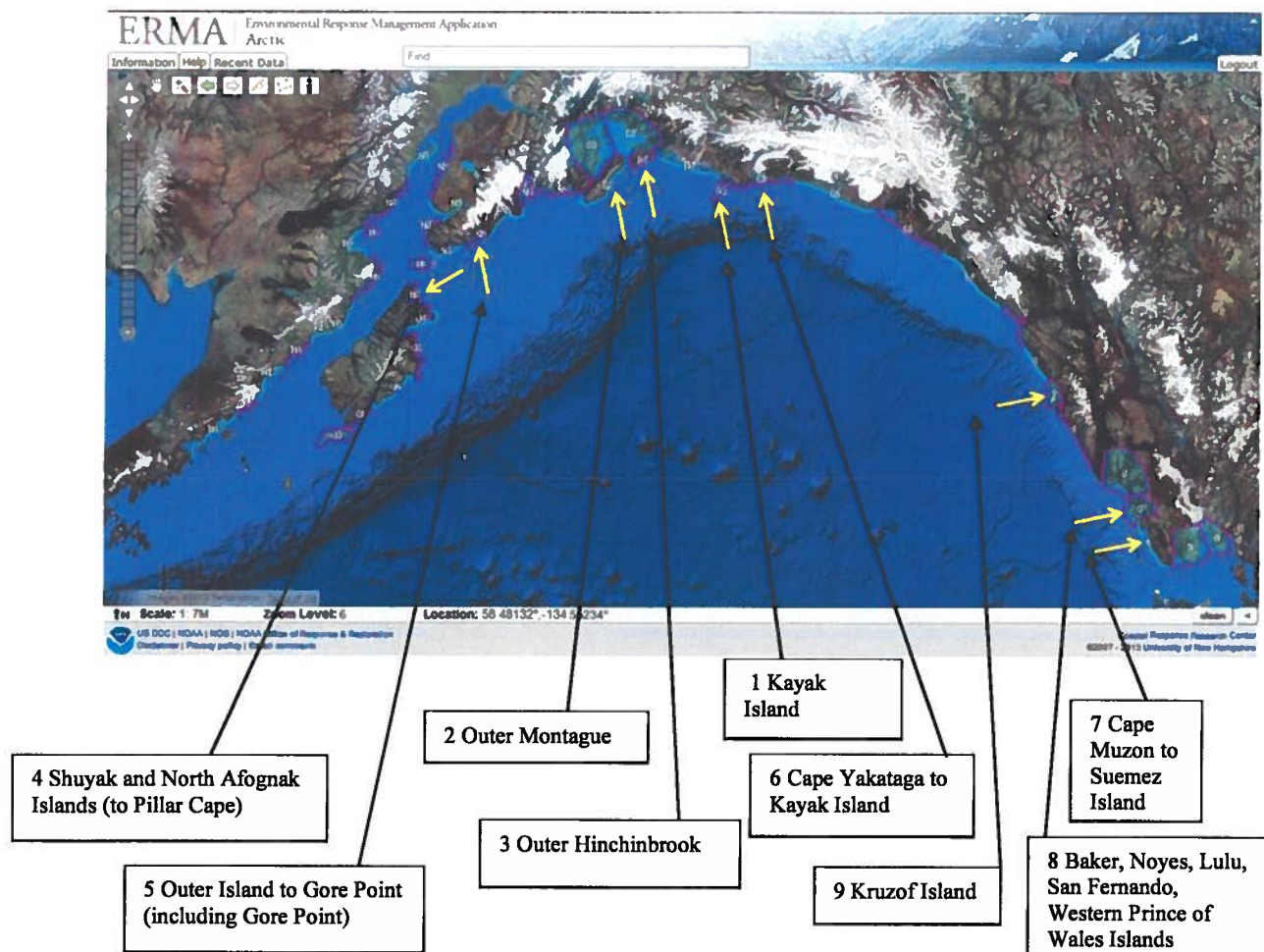
Additional Aerial Survey Areas	1	Both sides of Shelikof Strait
	2	Along the Alaska Peninsula to Cold Bay

Nine (9) Prioritized Segment Samples

	Segment	Region
1	Kayak Island (West and East sides): Segment is approximately 50 miles of narrow gravel to sandy beaches with often steep inclines just inland of the storm surge zone. Approximately 60°00'09"N, 144°12'25"W to 59°47'21"N, 144°36'17"W	Eastern Gulf of Alaska
2	Outer Montague segment is approximately 75 miles of mostly narrow beaches consisting of exposed rocky shore, exposed rocky platforms, and sandy beaches with often steep inclines at the storm surge zone. Approximately 60°18'34"N, 146°55'26"W to 59°47'03"N to 147°55'50"W	Prince William Sound
3	Outer Hinchinbrook segment is approximately 35 miles of mostly narrow beaches consisting of exposed rocky shore, exposed rocky platforms, and sandy beaches with often steep inclines at the storm surge zone. Approximately 60°20'38"N, 146°15'53"W to 60°16'02"N, 146°42'15"W	Prince William Sound
4	Shuyak and North Afognak Islands (to Pillar Cape) segment is approximately 60 miles of mostly narrow beaches consisting of exposed rocky shore, exposed rocky platforms, and sandy beaches with often steep inclines at the storm surge zone. Approximately 58°37'25"N, 152°20'02"W to 58°05'59"N, 152°21'25"W	Kodiak Archipelago
5	Outer Island to Gore Point (including Gore Point) segment is approximately 70 miles of mostly narrow beaches consisting of exposed rocky shore, exposed rocky platforms, and sandy beaches with often steep inclines at the storm surge zone. Approximately 59°20'40"N, 150°22'43"W to 59°13'16"N, 151°01'13"W	Central Gulf of Alaska
6	Cape Yakataga to Kayak Island segment is approximately 40 miles of mostly long, narrow to wide beaches consisting of coarse grain sand. Approximately 60°3'45"N, 142°26'07"W to 60°01'21"N, 144°15'38"W	Eastern Gulf of Alaska

7	Cape Muzon to Suemez Island segment is approximately 70 miles of mostly narrow beaches consisting of exposed rocky shore, exposed rocky platforms, with often steep inclines at the storm surge zone, and with some coarse grain sandy beaches. Approximately 54°40'31"N, 132°40'26"W to 59°13'16"N, 151°01'13"W	Southeast Alaska
8	Baker, Noyes, Lulu, San Fernando and Western Prince of Wales Islands segment is approximately 90 miles of mostly narrow beaches consisting of exposed rocky shore, exposed rocky platforms, with often steep inclines at the storm surge zone, with some coarse grain sandy beaches and some exposed tidal flats in sheltered coves. Approximately 55°14'12"N, 133°36'30"W to 55°33'55"N, 133°43'57"W	Southeast Alaska
9	Kruzof Island segment is approximately 40 miles of mostly narrow beaches consisting of exposed rocky shore, exposed rocky platforms, some coarse grain sandy beaches, with often steep inclines at the storm surge zone and some exposed tidal flats in sheltered coves. Approximately 57°07'36"N, 135°33'50"W to 57°19'50"N, 135°51'46"W	Southeast Alaska

Prioritized Areas



The numbers in the box match the numbers on the priority list. Numbers do not indicate priority order; they are only for convenience in referencing.

Attachment # 9
Cost Proposal – Sample Projects

*****CONFIDENTIAL*****

To be submitted in a separate sealed envelope:

A. Scope of Work A: Debris Monitoring, Removal, and Disposal

For Scope of Work 5.01.A, the offeror must submit a hypothetical cost proposal for the type of debris work the offeror is prepared to do: (1) extended operation or (2) day trip or both.

- A- 1. Extended operation cost proposal must be for a representative five -day cleanup (overnight stays required) of high windage apparent tsunami marine debris (e.g., plastic, line, net, form, Styrofoam) on a 10 mile beach segment from which debris can be removed without aerial support. Proposal must also identify the most significant unknown factors which contribute to the uncertainty of the hypothetical cost proposal. Costs must be specified in the following categories:**

- Cleanup crew (personnel) costs _____
- Vessel lease and equipment costs _____
- Fuel costs _____
- Shipping/recycling/disposal costs _____
- Administrative costs _____
(Do not include Insurance costs)

TOTAL _____

- A - 2. Day trip cost proposal must be for a representative one-day cleanup of high windage apparent tsunami marine debris (e.g., plastic, line, net, form, Styrofoam) on a 2 mile beach segment from which debris can be removed without aerial support. Proposal must also identify the most significant unknown factors which contribute to the uncertainty of the hypothetical cost proposal. Costs must be specified in the following categories:**

- Cleanup crew (personnel) costs _____
- Vessel (or vehicle) lease and equipment costs _____
- Fuel costs _____
- Shipping/recycling/disposal costs _____
- Administrative costs _____
(Do not include Insurance costs)

TOTAL _____

B. Scope of Work B: Aerial Survey

For Scope of Work 5.01.B, the offeror must submit a cost proposal for a hypothetical, representative 250 mile aerial survey. Proposal must also identify the most significant unknown factors which contribute to the uncertainty of a hypothetical cost proposal. Costs must be specified in the following categories:

- Aircraft per hour (wet) _____
- Pilot per hour _____
- Camera Operator per hour _____
- Imaging Equipment per hour _____
- Data/image processing _____
- Administrative costs _____
(Do not include insurance costs)
- TOTAL**

Attachment #10

RFP Submittal Checklist

This checklist is an integral part of this RFP and the related proposal. The checklist MUST be included with the proposal. Signature on the checklist indicates that you have read the requirements stipulated by this RFP, and that the required information is submitted with your proposal. Signature of a binding officer of the proposing firm must sign the checklist. This signature will serve as the official signature of the proposal.

Title: Tsunami Marine Debris Surveying, Monitoring, Removal and Disposal
Proposal Due Date: July 1, 2013; 1:30 p.m. [Alaska Time]

Pre-Proposal Activities:

- ☐ Register with Procurement Officer
- ☐ Request Disability Assistance (if needed) at least 10 days prior to proposal deadline
- ☐ Submit Written Questions to Procurement Officer (no later than _____)

Proposal Transmittal <<< Section 1>>>

- ☐ *Submit four (4) hard copies and one (1) CD in sealed envelope.
- ☐ **Submittal Letter**
 - ☐ Identify the group(s) offeror's proposal is in response to
 - ☐ Disclosure of Proposal Contents
 - ☐ Subcontractor Information
 - ☐ Joint Ventures
 - ☐ Offeror's Certification
 - ☐ Conflict of Interest Disclosure
 - ☐ MBE/WBE Certification
 - ☐ Statement that Proposal is Valid for Ninety Days from Proposal Opening Date
 - ☐ Authorized signature
 - ☐ Vendor Tax ID proof OR Vendor Tax ID number
 - ☐ Attachment 6: Valid Bus Lic Proof / submit current copy of AK business license
 - ☐ Review & Agree to General Contract Provisions – Appendix A
 - ☐ Review Insurance Requirements
 - ☐ Personnel List

Proposal [Technical Component] <<< Section 2>>>

- ☐ Title Page
- ☐ Table of Contents
- ☐ Technical Proposal

Cost Proposal <<< Section 3>>> (Separate sealed envelope, per Sec. 1.01)

- ☐ Attachment(s) 9 (A and/or B or both) Cost Proposal - Sample Projects– one for each group

Company Name

Printed Name of Binding Official

Signature of Binding Official

Date