



**STATE OF ALASKA**

**Department of Environmental Conservation  
Division of Water  
410 Willoughby Avenue  
Juneau, Alaska 99801**

**Request For Proposals**

**RFP # 2009-1800-8217  
Date of Issue: January 14, 2009**

**Opacity Monitoring of Cruise Ships and State Ferries**

The Department of Environmental Conservation, Division of Water, is soliciting proposals for the observation and documentation of the opacity of air emissions generated by cruise ships and ferries operating in the State of Alaska during cruise ship calendar years 2009 through 2012.

**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.

Margarita (Margie) Vasquez  
Procurement Officer  
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 **SIX** hard copies of their proposal, in writing and **TWO** CDs containing electronic copies of the entire proposal. **One** CD will contain the technical proposal. **One** CD will contain the cost proposal.

The proposal response should be addressed to the procurement officer, and should be addressed as follows:

**Business Name**  
**Return Mailing Address**

**Department of Environmental Conservation  
Division of Information & Administrative Services  
Attention: Margie Vasquez  
410 Willoughby Avenue, Suite #303  
P.O. Box 111800  
Juneau, Alaska 99811-1800**

**OPENING DATE: February 19, 2009, no later than 3:00 p.m. AK Time**  
**CONTENTS: RFP # 2009-1800-8217**  
**RFP Title: Opacity Monitoring of Cruise Ships  
and State Ferries**

**INDICATE THE FOLLOWING:**

BOX / PACKAGE No:  
\_\_\_\_\_ of \_\_\_\_\_

**Proposals must be received no later than 3:00 P.M., Alaska prevailing time on February 19, 2009.** Fax, email, or oral proposals will **NOT** be accepted. DEC will not be held responsible for an offeror's inability to transmit/submit proposals prior to the date and time set for proposal opening.

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. Late proposals will be returned unopened to sender.

**PROCUREMENT OFFICER:**

Margarita (Margie) Vasquez  
Phone (907) 465-5037 / Fax (907) 465-5099  
Email: margarita.vasquez@alaska.gov

TDD/TYY Relay Service: (907) 770-8973 OR 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](http://www.AlaskaRelay.com)

Offerors with a disability may receive accommodation regarding the means of communicating this RFP or participating in the procurement process. For more information, contact the procurement officer no later than (10) days prior to the deadline of receipt of proposals.

The State of Alaska can provide one hard copy of the Request for Proposal (RFP), if necessary. Additional RFPs may be purchased for the cost of reproduction, \$0.25 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 contract start date, approximately April 2, 2009 until June 30, 2010, with the option to renew for three (3) additional one (1) year terms. Renewals will be issued at the sole discretion of the state for Fiscal Years 2011, 2012, and 2013. DEC Fiscal Years run from July 1 through June 30 each year. However, approval or continuation of a contract resulting from this RFP is contingent upon legislative appropriation.

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

### The approximate RFP schedule is as follows:

- |                                                                |                   |
|----------------------------------------------------------------|-------------------|
| • State of Alaska Issues RFP                                   | January 14, 2009  |
| • Written questions due to Procurement Officer                 | January 30, 2009  |
| • Department will issue response to written questions received | February 5, 2009  |
| • Pre-proposal Conference (Juneau Office & Teleconference)     | February 10, 2009 |
| • Opening of Sealed Proposals at 3:00 p.m.                     | February 19, 2009 |
| • Proposal Evaluation Committee completes evaluation           | March 4, 2009     |
| • State of Alaska issues Notice of Intent to Award a Contract  | March 5, 2009     |
| • State of Alaska issues contract                              | March 18, 2009    |

### The approximate Contract work schedule reflected below is for Fiscal Year 2009 and 2010:

- |                                                    |                                |
|----------------------------------------------------|--------------------------------|
| • CONTRACT START DATE:                             | April 2, 2009                  |
| • First Contractor work period [FY2009 and FY2010] | April 2, 2009 to June 30, 2010 |

Based on expected sufficient vessel volumes, DEC expects to start the opacity reading process in the field in May 2009. DEC will direct the contractor on the exact date and time that the contractor should begin making opacity readings at the pre-season meeting.

Contingent upon funding and other considerations, contract renewals for FY 2011, 2012 and FY2013, will be issued at the sole discretion of the state.

## 1.03 Purpose of the RFP

The Department of Environmental Conservation, Division of Water, is soliciting proposals for the observation and documentation of the opacity of air emissions generated by cruise ships and ferries operating in the State of Alaska during cruise ship calendar years 2009 through 2012. Funding for FY2010 (which is part of the initial contract period) is contingent upon legislative appropriation.

## 1.04 Budget

Department of Environmental Conservation, Division of Water, estimates a budget of approximately \$212,750 dollars for completion of this project (4 cruise ship seasons). Proposals priced at more than \$212,750 will be considered non-responsive.

## **1.05 Location of Work**

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:

- (a) all services provided under this contract by the contractor and all subcontractors shall be performed in the United States; and
- (b) 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/g/tip/>.

Failure to comply with (a) or (b) of this requirement will cause the state to reject the bid or proposal as non-responsive, or cancel the contract.

## **1.06 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.

## **1.07 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.

## **1.08 Questions Received Prior to Opening of Proposals**

All questions must be in writing and directed to the issuing office, addressed to the procurement officer, and received no later than 4:30 p.m. on January 30, 2009. The interested party must confirm telephone conversations in writing. E-mail questions to **[margarita.vasquez@alaska.gov](mailto:margarita.vasquez@alaska.gov)** OR send via fax to (907) 465-5099. A follow up phone call should be made to confirm receipt of questions to the procurement officer at (907) 465-5037.

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.

## **1.09 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.

## 1.10 Alternate Proposals

Offerors may only submit one proposal for evaluation.

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

## 1.11 Right of Rejection

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

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

Minor informalities that:

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

may be waived by the procurement officer.

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

## 1.12 State Not Responsible for Preparation Costs

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

## 1.13 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.

## 1.14 Subcontractors

Subcontractors may be used to perform work under this contract. If sub contractors are employed under this contract the main contractor must include in the proposal the communication lines and processes between the main contractor and sub contractor(s).

If an offeror intends to use subcontractors, the offeror must identify in the proposal the names of the subcontractors and the portions of the work the subcontractors will perform. Failure to identify subcontractors in the contractor's proposal response may cause your proposal to be non-responsive to some or all of the services as described in this RFP.

If a proposal with subcontractors is selected, the offeror must provide the following information in their proposal concerning each prospective 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. The substitution of one subcontractor for another may be made only at the discretion and prior written approval of the project director. If the offeror intends to use a subcontractor, the information identified in this section must be included with the proposal response. Failure to provide the information as requested in this section may cause your proposal to be non-responsive to this section. The selected contractor must submit to the issuing office within five days of the state's request, a copy of the subcontractor's AK Business License, or proof as outlined in Section 2.12.

## 1.15 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 principles involved and their rights and responsibilities regarding performance and payment.

Joint ventures may be used to qualify for award under this RFP if one of the venture partners is designated as the 'managing partner'. The 'managing partner' must be the venture's point of contact for the state and be responsible for the joint venture's performance under the contract.

## 1.16 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 there under 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.

## **1.17 Conflict of Interest**

Each proposal shall include a statement indicating whether or not the firm or any individuals working on the contract has a possible conflict of interest and, if so, the nature of that conflict (e.g., currently employed by the State of Alaska, formerly employed by the State of Alaska within the past two years, or employed with or is a contractor to the cruise ship industry). The Commissioner, Department of Environmental Conservation, reserves the right to consider a proposal non-responsive and reject it or cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the program to be developed by the offeror. The Commissioner's determination regarding any questions of conflict of interest shall be final.

## **1.18 Right to Inspect Place of Business**

At reasonable times, the state may inspect those areas of the contractor's place of business that are related to the performance of a contract. If the state makes such an inspection, the contractor must provide reasonable assistance.

## **1.19 Solicitation Advertising**

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

## **1.20 News Releases**

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

## **1.21 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.

## **1.22 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.

## **1.23 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.

## **1.24 Federal Requirements**

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

## 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

The Department of Environmental Conservation, Division of Water, WILL hold a pre-proposal conference on February 10, 2009. The pre-proposal conference will be held at the Juneau DEC office located at 410 Willoughby Avenue, in Juneau Alaska. The department will schedule a teleconference for bidders who are unable to attend in person. If you are interested in participating via tele conference, you must register with Margie Vasquez, Procurement Officer to obtain a copy of the agenda and the dial in number. The pre-proposal information and any correspondence issued for this solicitation will be automatically sent to all registered bidders by the Procurement Officer. You may contact Margie Vasquez, (907) 465-5037 for more information.

The purpose of the pre-proposal conference is to go over the key sections of the RFP, discuss the proposal return format, and if applicable, discuss the DEC response(s) to pre-proposal questions. Questions regarding this proposal are due by 4:30 p.m. Alaska time to the Procurement Officer, in writing, by January 30, 2009. The response to any questions received will be provided according to the schedule as outlined in RFP Section 1.02. Please send questions via FAX Attn: Margie Vasquez to (907) 465-5099 or E-MAIL to margarita.vasquez@alaska.gov. Refer to Section 1.08 for specific details regarding submission of questions prior to the opening of proposals.

#### 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 **1.11 Right of Rejection**. However, if the state fails to identify or detect supplemental terms or conditions that conflict with those contained in this RFP or that diminish the state's rights under any contract resulting from the RFP, the term(s) or condition(s) will be considered null and void. After award of contract:

- 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

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

For purpose of meeting responsiveness to this Section, you must provide a statement to meet each of the requirements below. Additionally, personnel meeting these requirements must clearly indicate these qualifications in their resumes.

- The contracting company must have at least six months experience performing method 9 visible emissions reading in Alaska (provide statement to demonstrate this requirement),
- Opacity Reader(s) must possess an EPA Method 9 visible emission certificate that is valid during any time when emissions will be observed under this contract (provide copy of valid certificate), and
- Possess and be able to proficiently use a digital video camera, compass, psychrometer, distance reader and thermometer (provide statement to demonstrate this requirement).

Each employee that performs opacity readings needs to possess a valid EPA Method 9 visible emission certificate and must be submitted with the employee's resume. During the duration of the contract, employees need to maintain a valid certificate. When any certificate expires and a new one is attained, the contractor must provide a new valid copy of certificate.

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

The Department reserves the right to request evidence to support the required minimum prior experience at any time during the life of the contract.

## **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 F.O.B. Point**

For the sole purpose of this RFP, this section does not apply.

## **2.12 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 with the correct NAICS code;
- (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.

## 2.13 Application of Preferences

Certain preferences apply to all contracts for professional services, regardless of their dollar value. The Alaskan Bidder and Offeror preferences are the two 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://www.state.ak.us/local/akpages/ADMIN/dgs/policy.htm>

**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)

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.

## 2.14 5 Percent Alaskan Bidder Preference 2 AAC 12.260 & AS 36.30.170

An Alaskan Bidder Preference of five percent will be applied prior to evaluation. The preference will be given to an offeror who:

- (a) holds a current Alaska business license;
- (b) submits a proposal for goods or services under the name on the Alaska business license;
- (c) has maintained a place of business within the state staffed by the offeror, or an employee of the offeror, for a period of six months immediately preceding the date of the proposal;
- (d) is incorporated or qualified to do business under the laws of the state, is a sole proprietorship and the proprietor is a resident of the state, is a limited liability company organized under AS 10.50 and all members are residents of the state, or is a partnership under AS 32.05 or AS 32.11 and all partners are residents of the state; and
- (e) if a joint venture, is composed entirely of entities that qualify under (a)-(d) of this subsection.

### **Alaskan Bidder Preference Affidavit**

In order to receive the Alaskan Bidder Preference, proposals must include a statement certifying that the offeror is eligible to receive the Alaska Bidder Preference.

## 2.15 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 70% 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 70% (70 points) of the total of 100 points for cost.

**Offeror #1 receives 70 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, 70 points.

**Offeror #2 receives 65.5 points.**

$$\begin{array}{ccccccc} \$40,000 & \times & 70 & = & 2,800,000 & \div & \$42,750 & = & 65.5 \\ \text{Lowest} & & \text{Max} & & & & \text{Offeror \#2} & & \text{Points} \\ \text{Cost} & & \text{Points} & & & & \text{Adjusted By} & & \\ & & & & & & \text{The Application Of} & & \\ & & & & & & \text{All Applicable} & & \\ & & & & & & \text{Preferences} & & \end{array}$$

**Offeror #3 receives 58.6 points.**

$$\begin{array}{ccccccc} \$40,000 & \times & 70 & = & 2,800,000 & \div & \$47,500 & = & 58.9 \\ \text{Lowest} & & \text{Max} & & & & \text{Offeror \#3} & & \text{Points} \\ \text{Cost} & & \text{Points} & & & & \text{Adjusted By} & & \\ & & & & & & \text{The Application Of} & & \\ & & & & & & \text{All Applicable} & & \\ & & & & & & \text{Preferences} & & \end{array}$$

## 2.16 Alaskan Offeror's Preference AS 36.30.250 & 2 AAC 12.260

2 AAC 12.260(e) provides Alaskan offerors a 10 percent overall evaluation point preference. Alaskan Bidders, as defined in AS 36.30.170(b), are eligible for the preference. This preference will be added to the overall evaluation score of each Alaskan offeror. Each Alaskan offeror will receive 10 percent of the total available points added to their evaluation score as a preference.

### EXAMPLE

#### Alaskan Offeror's Preference

##### [STEP 1]

Determine the number of points available to Alaskan offerors under the preference.

**Total number of points available - 100 Points**

$$\begin{array}{rcccl} 100 & \times & 10\% & = & 10 \\ \text{Total Points} & & \text{Alaskan Offerors} & & \text{Number of Points} \\ \text{Available} & & \text{Percentage Preference} & & \text{Given to Alaskan Offerors} \\ & & & & \text{Under the Preference} \end{array}$$

##### [STEP 2]

Add the preference points to the Alaskan offers. There are three offerors: Offeror #1, Offeror #2, and Offeror #3. Offeror #2 and Offeror #3 are eligible for the Alaskan Offeror's Preference. For the purpose of this example presume that all of the proposals have been completely evaluated based on the evaluation criteria in the RFP. Their scores at this point are:

*Offeror #1 - 89 points*  
*Offeror #2 - 80 points*  
*Offeror #3 - 88 points*

Offeror #2 and Offeror #3 each receive 10 additional points. The final scores for all of the offers are:

*Offeror #1 - 89 points*  
*Offeror #2 - 90 points*  
*Offeror #3 - 98 points*

Offeror #3 is awarded the contract.

## 2.17 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 DEC office located at 410 Willoughby Avenue in Juneau, Alaska.

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

## 2.18 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.

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

After the completion of contract negotiation the procurement officer will issue a written Notice 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 selected for award.

## 2.20 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
- e. 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 fixed price with adjustment by the Anchorage consumer price index (CPI).

The cost per opacity reading submitted by the contractor on the cost proposal form will remain firm through June 30, 2010. The cost per opacity reading for FY11, FY12 and FY13 may be adjusted annually by the Anchorage consumer price index (CPI).

Contractor must request price adjustments, in writing, a minimum of 30 days prior to the new fiscal year. CPI rates are not retroactive and will be effective upon contractor request in writing to the project director. Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor Consumer Price Index (CPI-W) for Urban Wage Earners and Clerical Workers, All Items, Anchorage Area. The price adjustment will be determined by comparing the percentage difference between CPI in effect for the base year six month average July through December 2006 and each July through December six month average thereafter. The percentage difference between those two CPI periods will be the price adjustment rate.

To view more Consumer Price Index (CPI) information go to the following website:

<http://www.state.ak.us/local/akpages/ADMIN/dgs/docs/cpi.doc>

#### **3.02 Contract Approval**

This RFP does not, by itself, obligate the state. The state's obligation will commence when the contract is approved by the Commissioner of the Department of 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 date set by the state.

#### **3.03 Standard Contract Provisions**

The successful contractor will be required to sign and submit the attached State's Standard Agreement Form for Professional Services Contracts (form 02-093, Attachment 2) and General Provisions (Appendix A, Attachment 3). 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.

#### **3.04 Proposal as a Part of the Contract**

Part or all of this RFP, RFP Amendments (if applicable), and the successful proposal will be incorporated into the contract.

#### **3.05 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.

### **3.06 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 (Section 8 Attachment 4), 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.

### **3.07 Bid Bond - Performance Bond - Surety Deposit**

For the sole purpose of this RFP, this section does not apply.

### **3.08 Contract Funding**

Approval or continuation of a contract resulting from this proposal is contingent upon legislative action and appropriations.

### **3.09 Proposed Payment Procedures**

The state will make payments based on a negotiated payment schedule. Each billing must consist of an invoice and progress report. Along with the invoice, the contractor must also provide a summary sheet itemizing the direct costs and indirect costs, the summary sheet must also provide a grand total of both. No payment will be made until the progress report and invoice has been approved by the project director.

### **3.10 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.

### **3.11 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.

### **3.12 Contract Personnel**

Any change of the project team members named in the proposal must be approved, in advance and in writing, by the project director. 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. 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, Attachment 3.

### **3.15 Liquidated Damages**

For the sole purpose of this RFP, this section does not apply.

### **3.16 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.

### **3.17 Contract Invalidation**

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

### **3.18 Nondisclosure and Confidentiality**

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

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

Additional information that the contractor shall hold as confidential during the performance of services under this contract include:

**Opacity recordings, including video tapes, and other enforcement sensitive correspondence.**

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

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

## **SECTION FOUR BACKGROUND INFORMATION**

### **4.01 Background Information**

Background information concerning this project is as follows:

The DEC uses EPA Method 9 to measure opacity of visible emissions from cruise ship and state ferries smoke stacks. The Commercial Passenger Vessel Environmental Compliance (CPVEC) determines compliance with the Marine Vessel Visible Emissions standard listed in 18 AAC 50.070.

This contract will allow DEC to continue monitoring commercial passenger visible emissions in order to determine vessel compliance as set forth by 18 AAC 50.070 and meet statutory activities listed in AS 46.488(1).

## SECTION FIVE SCOPE OF WORK

### 5.01 Scope of Work

The Department of Environmental Conservation (DEC), Division of Water, Commercial Passenger Vessel Environmental Compliance Program, is soliciting proposals for a contractor to perform visible emission readings on commercial passenger vessels and state ferries in accordance with the laws of the State of Alaska for the next four cruise ship seasons, 2009-2012.

The contractor will observe opacity of visible emissions from commercial passenger vessels and state ferries in Alaska. The contractor will observe and document the visible emissions in accordance with the requirements set forth in 40 CFR 60, Appendix A, Reference Method 9 with data reduction procedures modified to determine compliance with the state opacity standards in 18 AAC 50.070.

Copies of the following documents are attached for your reference:

1. Cruise Ship Opacity Observation Guideline (Section 8 Attachment A)
2. Cruise Ship Visible Emission Observation Form (Section 8 Attachment B)

DEC anticipates approximately 225 opacity readings per cruise ship season. During each cruise ship season (approximately May 1 through September 30), the contractor must perform monitoring in Juneau, Ketchikan, Skagway, Whittier and Seward. DEC estimates 25 readings in Ketchikan, 20 in Skagway, 10 in Whittier, 10 in Seward and 160 in Juneau. Most of the readings will be done in Juneau. However, no more than 180 opacity readings of the required 225 opacity readings per cruise season shall be located in a single cruise ship port.

The Contractor's ability to satisfy this target performance criterion of 225 opacity readings per cruise season may be affected by weather, changes in cruise ship schedules, and other elements outside the Contractor's control. Therefore the performance criterion of a total of 225 opacity readings may not be met. However, DEC expects that Contractor will perform duties efficiently to obtain the maximum possible opacity readings under given weather, and schedule changes.

The contractor shall monitor each regularly scheduled cruise ship at least once per cruise ship season. For the purpose of this RFP, DEC has defined "regularly scheduled" to mean: a cruise ship calling at least twice to a given Alaskan port during a monitoring season.

A list of the scheduled port of call is available on web-site: <http://www.claalaska.com/schedules.html>

**In addition, the contractor shall provide digital video recording of the source of emissions during each monitoring event. The contractor will be required to:**

- attend a pre-season meeting at DEC office at 410 Willoughby Ave. in Juneau, Alaska. If approved by DEC, the pre-season meeting may be conducted via telephone conference.
- consult with the department's designee monthly, in person or by teleconference,
- consult with the Alaska Department of Law, as necessary (consultation with ADOL and DEC shall not exceed 100 hours per year over the life of the contract),
- be available to the state as a witness for up to 10 hours per year over the life of the contract with no additional compensation, and
- be available to the state as a witness for time in excess of 10 hours per year at a rate of no more than \$90.00 per hour.

**The contractor is required to perform the cruise ship visible emission readings as follows:**

**At Dock:**

- If visible emissions readings are below 15% opacity, thirty (30) minutes of readings shall suffice,
- If any visible emissions reading are above 15% opacity, then one (1) hour of readings shall suffice.

**While in the hour before or after coming to berth/anchor:**

- If visible emissions reading are below 25% opacity, forty-five (45) minutes shall suffice.
- If any visible emission reading is greater than 25% opacity, 1 hour shall suffice.

Small passenger vessels and the state ferries will be monitored both while stationary (i.e. at berth or anchor) or during the hour before or after coming to berth/anchor (ie moving). Contractor will contact Alaska Marine Highway System (AMHS) terminal prior to each monitor event to verify the arrival/departure times of the ferry of interest. DEC defines "small passenger vessels" as vessels with less than 250 passengers. For more information, go to web-site: [http://www.dec.state.ak.us/water/cruise\\_ships/index.htm](http://www.dec.state.ak.us/water/cruise_ships/index.htm)

## **5.02 Deliverables**

The contractor will be required to provide the following deliverables:

### **Project Management**

A pre-season meeting will be held annually prior to each monitoring season. The pre-season meeting will be held on or before April 30<sup>th</sup> of each monitoring season. The location for all the pre-season meetings will be held at the DEC office in Juneau unless the Project Direct approves a teleconference. The Project Director will notify the contractor of the exact scheduled date. The following will be covered during the pre-season meetings:

- (a) DEC will be informed of the field personnel, and will review their resume and documentation showing EPA Method 9 certification. Contractor will provide certification to DEC for approval. In a situation when an individual does not have a valid EPA Method 9 certificate, provide proof that individual has signed up for the next available training. As soon as certificate is received, provide it immediately to DEC. During the duration of the contract, employees need to maintain a valid certificate. When any certificate expires and a new one is attained, the contractor will provide a new valid copy of certificate to DEC.
- (b) Contractor to provide on the pre-season meeting a preliminary schedule of the opacity readers reading locations (Ports) during the season,
- (c) Status report (if applicable) of monitoring schedules for each cruise season. Updated schedules will be provided as needed.

### **Reporting:**

- (a) Documentation of certified Method 9 readers (as needed when changes occur).
- (b) Within seven (7) business days of taking a reading, the contractor shall submit a complete Commercial Passenger Visible Emissions Report, and associated digital video recording (DVD), to the Department (Section 8 Attachment B).
  - The Visible Emissions Report must include (separately) a map that shows the location of the observer in relation to the ship at the time of the reading. The map will include a sketch of the vessel's approximate position and a mark that illustrates the position of the observer.
- (c) Any visible emission observation that lasts one hour must be submitted immediately but not to exceed 24 hours from the reading (this includes the digital video recording). The observation needs to be submitted to DEC in DVD format.
- (d) By October 15 of each year, the contractor shall submit an annual report electronically containing a summary of the observations taken during each season. The final annual report must be submitted in PDF format. Two hard copies of the final annual report are required, and must be sent via mail to DEC.

### **Performance Reporting:**

Contractor shall on regular basis (if necessary) contact DEC to provide the status / progress made on opacity reading volume (targets), and update strategies to increase opacity reading volume .

## 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.

The following instructions describe the format of how the offeror's proposals should be assembled, and the order in which the proposal data should be submitted. These instructions are provided to ensure a complete submission of the information necessary for an equitable analysis and evaluation of proposals submitted in response to this RFP. Each offeror must provide every component listed below, in the order shown, using the format described for each component. A proposal may be rejected if it is incomplete or conditional in nature.

**The RFP response should contain three (3) sections: (1) Proposal Transmittal with Checklist, (2) Technical Component, and (3) Cost Proposal.**

#### **Proposal Transmittal <<< SECTION 1>>>**

The following summary provides the required content and sequential order in which proposals are to be presented. An offeror's failure to include these items in their proposal may cause their proposal to be determined non-responsive and the proposal may be rejected. At the discretion of the offeror, other items not identified may be supplied with the proposal if the offeror feels that the additional information is pertinent to their proposal response. This list is not all inclusive.

- 1. Required proposal copies:** Submit six (6) unbound hard copies, and two (2) CDs: one (1) containing an electronic technical proposal, and one (1) containing an electronic cost proposal. (See RFP Section 1.01, page 7).
- 2. RFP Submittal Checklist:** The checklist is an integral part of the RFP, it must be signed and be included in the Proposal Transmittal Section (Attachment 9, page 45).
- 3. Submittal / Introduction Letter:** The introduction letter must include the RFP contact person's information (see Section 6.02 below for the minimum information required). It will be optional to the bidder if the following information is incorporated into the introduction letter, or addressed separately as attachments to the introduction letter, but the information **MUST** be included as part of the Proposal Transmittal Section:
  - o Subcontractor Information, Section 1.14
  - o Joint Venture Certification [if applicable], Section 1.15
  - o Offeror's Certification, Section 1.16
  - o Conflict of Interest Disclosure, Section 1.17
  - o Statement of proposal valid for 90 days from RFP opening date, Section 2.01
  - o Authorized signature, Section 2.01
  - o Vendor Tax ID proof, Section 2.10
  - o Standard Contract General Provisions: Attachment 3, page 35-36. Statement describing objections to any of the provisions must be set out in the offeror's proposal [if applicable].
- 4. Evidence of Alaska Business License:** At the time the proposals are opened, all offerors must hold a valid Alaska Business License, or present acceptable evidence as indicated in RFP Section 2.12. Failure to provide will cause your proposal to be non-responsive.
- 5. Alaskan Bidder Preference:** In order to receive the Alaskan Bidder Preference, offerors must complete and return with the proposal Attachment 8. See RFP Section 2.14.

## Proposal [Technical Component] <<< SECTION 2>>>

1. **Title Page:** Title page must include the name of the Company/Firm submitting the proposal, RFP Title, RFP number, Proposal Opening Date, and must be labeled as Technical Proposal.
2. **Table of Contents:** Technical proposal must be labeled according to Table of Contents and the page numbers must be numbered consecutively.
3. **Overall Technical Proposal Contents:** The technical proposal must include an overview of the project, and must include the information outlined in Sections 5 and 6 of this RFP. All proposals will be evaluated against Section 7 of this RFP. At a minimum, the following sections must be addressed within the Technical Proposal.
  - 6.03 – Understanding of the Project
  - 6.04 – Methodology Used for the Project
  - 6.05 – Management Plan for the Project
  - 6.06 – Experience and Qualifications

## COST PROPOSAL <<< SECTION 3>>>

1. **Title Page:** Title page must include the name of the Company/Firm submitting the proposal, RFP Title, RFP number, Proposal Opening Date, and must be labeled as Cost Proposal.
2. **Cost Proposal Contents:** The Cost Proposal must be submitted on the Cost Proposal form provided by DEC (Section 8, Attachment 10). Modifications to this form will not be allowed. See RFP Section 6.07 for the specific requirements.

### 6.02 Introduction

Proposals must include the complete name and address of offeror's firm and the name, mailing address, e-mail address, telephone and fax numbers of the person the state should contact regarding the proposal. Refer to the RFP Checklist: Proposal Transmittal Section, for a listing of required information in the submittal Letter.

An offeror's failure to include these items in the proposals may cause the proposal to be determined to be non-responsive and the proposal may be rejected.

*This information can be addressed as part of Section 6.01, No. 3: Submittal / Introduction Letter.*

### 6.03 Understanding of the Project

Describe in detail your understanding of the work that is to be performed as described in Section Five of this RFP. Offerors must provide comprehensive narrative statements that illustrate their understanding of the requirements of the project and the project schedule. Provide a thorough explanation identifying your understanding of the deliverables the state expects the contractor to provide.

### 6.04 Methodology Used for the Project

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

## 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. Indicate to what extent the offeror already has the required hardware, software, equipment, licenses, and certifications necessary to perform the contract.

## 6.06 Experience and Qualifications

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

Offerors must provide a narrative description of the organization of the project team and their experience with performing vessel stack opacity monitoring in Alaska. Provide a roster of all personnel that will actually work on the contract and provide the following information about each person listed:

- (a) title;
- (b) resume; provide a professional resume describing the qualifications and years of visible emission monitoring experience for each employee proposed to do work on the contract resulting from this RFP, include Section 2.08 qualifications (as applicable).
- (c) Explain how you plan to use each individual to fulfill the services described in this RFP. Provide the approximate percentage of total work that each individual will perform [i.e. Resource 1, John Smith, 40%; Resource 2, Jane Doe, 80%].

Offerors must provide at least two reference names and contact information for similar projects the offeror's firm has successfully completed (i.e. company name, phone number, and mailing address). Provide a description of two similar projects that your firm previously completed. At a minimum, include details of each project's time frame and if the project was within the projected budget. Indicate if the project was completed successfully. It will be optional to the state to determine if references will be contacted to verify experience. If contacted, each reference contacted will be asked the same questions regarding the quality and success of similar projects provided by the offeror.

## 6.07 Cost Proposal

In order for your proposal to be considered responsive, each offeror must submit the completed Cost Proposal Form (Attachment 10). Failure to complete and use the Cost Proposal form will classify your proposal as non-responsive. Modifications will not be allowed to the cost proposal sheet.

The opacity readings are to occur in Ketchikan, Skagway, Whittier, Seward and Juneau. DEC estimates 25 readings in Ketchikan, 20 in Skagway, 10 in Whittier, 10 in Seward and 160 in Juneau. DEC recognizes that weather and scheduling of the vessels may affect the ability of the contractor to perform the targeted volume of opacity readings in each port, however DEC expects the contractor will perform duties efficiently to obtain the maximum possible opacity readings.

**DEC will assign a cost score using the rates as submitted on the Cost Proposal form by the offeror. The proposal with the lowest "Season Grand Total" cost will receive the maximum number of points allocated to cost (40 points). The point allocation for costs will be determined using the method set out in Section 2.14: Formula Used to Convert Cost to Points.**

## **6.08 Evaluation Criteria**

All proposals will be reviewed to determine if they are responsive. They will then be evaluated using the criterion that is set out 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 CONTRACT IS 100**

### **7.01 Understanding of the Project (10 Percent)**

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? (5 points)
- [b] To what degree has the offeror demonstrated an understanding of the deliverables the state expects it to provide? (5 points)

**Section 7.01 will be scored against the information provided for Section 6.03.**

### **7.02 Methodology Used for the Project (10 Percent)**

Proposals will be evaluated against the questions set out below:

- [a] How comprehensive is the methodology and does it depict a logical approach to fulfilling the requirements of the RFP? (5 points)
- [b] How well does the methodology match and achieve the objectives set out in the RFP? (5 points)

**Section 7.02 will be scored against the information provided for Section 6.04.**

### **7.03 Management Plan for the Project (10 Percent)**

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? (2 point)
- [b] Is the organization of the project team clear? (2 point)
- [c] To what extent does the offeror already have the hardware, software, equipment, licenses, and certifications necessary to perform the contract? (6 points)

**Section 7.03 will be scored against the information provided for Section 6.05.**

## 7.04 Experience and Qualifications (20 Percent)

Proposals will be evaluated against the questions set out below:

Questions regarding the personnel:

- [a] Do the individuals assigned to the project have experience on similar projects? (12 points)

Questions regarding the firm:

- [b] How well has the firm demonstrated experience in completing similar projects on time and within budget? (6 points)
- [c] How successful is the general history of the firm regarding timely and successful completion of projects? (2 point)

**Section 7.04 will be scored against the information provided for Section 6.06, Section 2.08, and applicable personnel's resumes.**

## 7.05 Contract Cost (40 Percent)

Overall, a minimum of 40% of the total evaluation points will be assigned to cost. The cost amount used for evaluation may be affected by one or more of the preferences referenced under Section 2.15.

In order for your proposal to be considered responsive, the cost proposal must be contained in the Cost Proposal form (Attachment 10), failure to do so will classify your proposal as non-responsive. Modifications will not be allowed to the cost proposal spreadsheet.

**Section 7.05 will be scored using the rates as submitted on the Cost Proposal form (Section 8 Attachment 10), and the information and requirements as outlined in Section 6.07.**

***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 2.15.

## 7.06 Alaskan Offeror's Preference (10 Percent)

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

## SECTION EIGHT ATTACHMENTS

### 8.01 List of Attachments ..... 32

#### Attachments and Descriptions:

1. **Valid Alaska Business License Proof** (Pg. 33)  
This pre-printed form must be fully completed and returned with proposal, with one of the options listed as acceptable evidence, failure to do so will classify your proposal to be non-responsive.
  2. **Standard Agreement Form** (Pg. 34)  
Provided for informational purposes only. The successful offeror will be required to sign and submit the attached Standard Agreement form, Attachment 2.
  3. **Appendix A – General Provisions** (Pg. 35)  
This is supplied for information only and does not need to be returned with the proposal. These General Provisions will be part of the contract. Objections to any of the provision in Attachment 3 must be set out in the offeror's proposal (see RFP Section 3.03 and 6.01 Item #3).
  4. **Appendix B1 – Indemnity and Insurance** (Pg. 37)  
Provided for informational purpose only. The successful offeror will be required to provide proof of the insurance requirements as identified in Attachment 4. See RFP Section 3.06.
  5. **Notice of Intent to Award** (Pg. 38)  
This is a sample form of what will be issued when DEC makes the determination of the selected contractor. Supplied for information only and does not need to be returned with the proposal.
  6. **Proposal Evaluation Form** (Pg. 39)  
This is the form that will be used to evaluate responsive proposals, and is supplied for information purposes only. It does not need to be returned with the proposal.
  7. **Professional Services Contract Evaluation Spreadsheet** (Pg. 43)  
This is a sample format of the form that may be used to document the scores for the evaluated proposals. It is supplied for information only and does not need to be returned with the proposal. The Department reserves the option to modify the format if desired.
  8. **Certificate of Qualifications for the Alaska Bidder Preference (AS 36.30.170 (B))** (Pg. 44)  
This must accompany your proposal in order to ensure that the Alaska Bidder Preference is applied to your proposal or bid during the evaluation process.
  9. **Checklist – Required for RFP Submission** (Pg.45)  
The checklist is an integral part of the RFP, it must be signed and included with your proposal. See Section 6.01, #2.
  10. **Cost Proposal Form** (Pg. 46)  
This is the cost proposal form that must be used in response to the cost section of the RFP. Modifications to the form will not be allowed. Refer to Section 6.07 for specific instructions. The completed form must be submitted in a separate envelope addressed to the Procurement Officer. See Section 6.01, Section 3: Cost Proposal.
- \*\*\*\*\*
- A. **Cruise Ship Opacity Observation Guideline** (Pg. 47)  
Provided for informational purposes and does not need to be returned with the proposal. The guidelines on this form will be integrated as part of the contract.
  - B. **Cruise Ship Visible Emission Observation Form** (Pg. 49)  
Provided for informational purposes and does not need to be returned with the proposal. The emission observation/readings will be integrated as part of the contract.

**Attachment 1**

**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

\* attach one of the acceptable Alaska Business License Number forms of evidence.

**Attachment 2**

**STANDARD AGREEMENT FORM**

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                              |                                                      |                                    |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------|------------------------------------------------------|------------------------------------|
| 1. Agency Contract No.<br><b>18-4033-09</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 2. DOA Tracking No.<br><b>2009-1800-8217</b> | 3. Financial Coding                                  | 4. Agency Assigned Encumbrance No. |
| 5. Vendor Number                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                              | 6. Alaska Business License Number                    |                                    |
| <b>This contract is between the State of Alaska,</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                              |                                                      |                                    |
| 7. Department of<br><b>Environmental Conservation</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                              | Division of<br><b>Water</b> hereafter the State, and |                                    |
| 8. Contractor hereafter the Contractor                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                              |                                                      |                                    |
| Mailing Address:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Street or P.O. Box:                          | City:                                                | State Zip + 4 Telephone            |
| <p>9. <b>ARTICLE</b> 1. Appendices: Appendices referred to in this contract and attached to it are considered part of it.</p> <p><b>ARTICLE</b> 2. Performance of Service</p> <p>2.1 Appendix A (General Provisions), Articles 1 through 14, governs the performance of services under this contract.</p> <p>2.2 Appendix B1 or B2 sets forth the liability and insurance provisions of this contract.</p> <p>2.3 Appendix C sets forth the services to be performed by the contractor.</p> <p>2.4 Appendix D sets forth the Compensation plan for this contract.</p> <p><b>ARTICLE</b> 3. Period of Performance: The period of performance for this contract begins _____ , and ends _____</p> <p><b>ARTICLE</b> 4. Considerations:</p> <p>4.1 In full consideration of the contractor's performance under this contract, the State shall pay the contractor a sum not to exceed \$ _____ in accordance with the provisions of Appendix D.</p> <p>4.2 When billing the State, the contractor shall refer to the Authority Number or the Agency Contract Number and send the billing to:</p> |                                              |                                                      |                                    |
| 10. Department of <b>ENVIRONMENTAL CONSERVATION</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                              | Division of <b>WATER</b>                             |                                    |
| Mailing Address <b>P.O. Box 111800 Juneau, Alaska 99811-1800</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                              | Attention: _____, <b>Project Director</b>            |                                    |

|                                                    |                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |      |
|----------------------------------------------------|------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|
| <b>11. CONTRACTOR</b>                              |                              | <p>13. 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 this obligation, or that there is a sufficient balance in the appropriation 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.</p> |      |
| Name of Firm                                       |                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |      |
| Signature of Authorized Representative             | Date                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |      |
| Typed or Printed Name of Authorized Representative |                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |      |
| Title                                              | Employer ID No. (EIN) or SSN |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |      |
| <b>12. CONTRACTING AGENCY</b>                      |                              | Signature of Head or Contracting Agency or designee                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Date |
| Department/Division                                |                              | Typed or Printed Name                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |      |
| Date                                               |                              | Title                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |      |
| Signature of Project Director                      |                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |      |
| Typed or Printed Name of Project Director          |                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |      |

**APPENDIX A  
GENERAL PROVISIONS**

**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 a 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.**

- 3.1.1 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 an 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.

**Revised 12-29-08 DGS**

**Attachment 4**

**APPENDIX B<sup>1</sup>  
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 30-day prior notice of cancellation, non-renewal or material change of conditions. 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.

**Attachment 5**

**NOTICE OF INTENT TO AWARD**

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                 |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>1. Name of Program, Project or Service (Use RFP Title)</b><br><br>Opacity Monitoring of Cruise Ships and State Ferries                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <b>2. Date Issued</b><br><br>January 14, 2009                                                                                                                                   |
| <b>3. Authority Number (s)</b><br><br>2009-1800-8217                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <b>4. Name of Procurement Officer</b><br><br>Margarita (Margie) Vasquez,<br>Email: margarita.vasquez@alaska.gov                                                                 |
| <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. 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>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                 |
| (1)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Name, address, and telephone number of the protester;                                                                                                                           |
| (2)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 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 the form of relief requested (AS 36.30.560 and AS 36.30.585). |
| <b>5. Name of Apparent Successful Offeror</b><br><br><div style="text-align: right;"><u>Responsive</u></div>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                 |
| <b>6. Names of All Other Respondents (in alphabetical order):</b><br><br><div style="text-align: right;"><u>Responsive</u></div>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                 |

**LEGEND:**

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

**SUMMARY:**

**Awarded to the lowest, responsive, responsible bidder.**

\_\_\_\_\_  
 PROCUREMENT OFFICER SIGNATURE

**Attachment 6**

## 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 **2009-1800-8217**

**EVALUATION CRITERIA AND SCORING:**  
**THE TOTAL NUMBER OF POINTS USED TO SCORE THIS CONTRACT IS 100**

### 7.01 Understanding of the Project —10 Percent

Maximum Point Value for this Section - 10 Points  
100 Points x 10 Percent = 10 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? (5 points)

EVALUATOR'S NOTES \_\_\_\_\_

[b] To what degree has the offeror demonstrated an understanding of the deliverables the state expects it to provide? (5 points)

EVALUATOR'S NOTES \_\_\_\_\_

**EVALUATOR'S POINT TOTAL FOR 7.01** \_\_\_\_\_

## PROPOSAL EVALUATION FORM (Page 2)

### 7.02 Methodology Used for the Project— 10 Percent

Maximum Point Value for this Section - 10 Points

100 Points x 10 Percent = 10 Points

Proposals will be evaluated against the questions set out below.

[a] How comprehensive is the methodology and does it depict a logical approach to fulfilling the requirements of this RFP? (5 points)

EVALUATOR'S NOTES \_\_\_\_\_

[b] How well does the methodology match and achieve the objectives set out in the RFP? (5 points)

EVALUATOR'S NOTES \_\_\_\_\_

EVALUATOR'S POINT TOTAL FOR 7.02 \_\_\_\_\_

### 7.03 Management Plan for the Project — 10 Percent

Maximum Point Value for this Section - 10 Points

100 Points x 10 Percent = 10 Points

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? (2 point)

EVALUATOR'S NOTES \_\_\_\_\_

[b] Is the organization of the project team clear? (2 point)

EVALUATOR'S NOTES \_\_\_\_\_

[c] To what extent does the offeror already have the hardware, software, equipment, licenses, and certifications necessary to perform the contract? (6 points)

EVALUATOR'S NOTES \_\_\_\_\_

## PROPOSAL EVALUATION FORM (Page 3)

### 7.04 Experience and Qualifications— 20 Percent

Maximum Point Value for this Section - 20 Points

100 Points x 20 Percent = 20 Points

Proposals will be evaluated against the questions set out below.

Questions regarding the personnel.

[a] Do the individuals assigned to the project have experience on similar projects? (12 points)

EVALUATOR'S NOTES \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Questions regarding the firm.

[b] How well has the firm demonstrated experience in completing similar projects on time and within budget? (6 points)

EVALUATOR'S NOTES \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[c] How successful is the general history of the firm regarding timely and successful completion of projects? (2 point)

EVALUATOR'S NOTES \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

EVALUATOR'S POINT TOTAL FOR 7.04 \_\_\_\_\_

## PROPOSAL EVALUATION FORM (Page 4)

### 7.05 Contract Cost — 40 Percent

Maximum Point Value for this Section - 40 Points

100 Points x 40% = 40 Points

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

#### CONVERTING COST TO POINTS

The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the method set out in Section 2.15.

EVALUATOR'S POINT TOTAL FOR 7.05

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### 7.06 Alaska Offeror's Preference — 10 Percent

Alaskan Bidders receive a 10 Percent overall evaluation point preference.

Point Value for Alaskan Bidders in this Section -- 10 Points

100 Points x 10 Percent = 10 Points

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

EVALUATOR'S POINT TOTAL FOR 7.06 (Either 0 or 10)

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EVALUATOR'S COMBINED POINT TOTAL FOR ALL SECTIONS

|  |
|--|
|  |
|--|

**Attachment 7**

## Professional Services Contract Evaluation Spreadsheet

|                                        |                                                      |                                |
|----------------------------------------|------------------------------------------------------|--------------------------------|
| <b>Proposal Number:</b> 2009-1800-8217 |                                                      | <b>Project Director:</b> _____ |
| <b>Project Title:</b>                  | Opacity Monitoring of Cruise Ships and State Ferries |                                |
| <b>Opening date:</b>                   | February 19, 2009 [3:00 p.m. Alaska time]            |                                |

| Firm Name        |                                         |                                 |                                |                                            |                              |                                       |                             |
|------------------|-----------------------------------------|---------------------------------|--------------------------------|--------------------------------------------|------------------------------|---------------------------------------|-----------------------------|
| Evaluator's Name | Understanding of Project<br>[10 points] | Methodology Used<br>[10 points] | Management Plan<br>[10 points] | Experience & Qualifications<br>[20 points] | Contract Cost<br>[40 points] | AK Offerors Preference<br>[10 points] | Average Points<br>[100 pts] |
|                  |                                         |                                 |                                |                                            |                              |                                       |                             |
|                  |                                         |                                 |                                |                                            |                              |                                       |                             |
|                  |                                         |                                 |                                |                                            |                              |                                       |                             |

  

| Firm Name        |                                         |                                 |                                |                                            |                              |                                       |                             |
|------------------|-----------------------------------------|---------------------------------|--------------------------------|--------------------------------------------|------------------------------|---------------------------------------|-----------------------------|
| Evaluator's Name | Understanding of Project<br>[10 points] | Methodology Used<br>[10 points] | Management Plan<br>[10 points] | Experience & Qualifications<br>[20 points] | Contract Cost<br>[40 points] | AK Offerors Preference<br>[10 points] | Average Points<br>[100 pts] |
|                  |                                         |                                 |                                |                                            |                              |                                       |                             |
|                  |                                         |                                 |                                |                                            |                              |                                       |                             |
|                  |                                         |                                 |                                |                                            |                              |                                       |                             |

  

| Firm Name        |                                         |                                 |                                |                                            |                              |                                       |                             |
|------------------|-----------------------------------------|---------------------------------|--------------------------------|--------------------------------------------|------------------------------|---------------------------------------|-----------------------------|
| Evaluator's Name | Understanding of Project<br>[10 points] | Methodology Used<br>[10 points] | Management Plan<br>[10 points] | Experience & Qualifications<br>[20 points] | Contract Cost<br>[40 points] | AK Offerors Preference<br>[10 points] | Average Points<br>[100 pts] |
|                  |                                         |                                 |                                |                                            |                              |                                       |                             |
|                  |                                         |                                 |                                |                                            |                              |                                       |                             |
|                  |                                         |                                 |                                |                                            |                              |                                       |                             |

**Attachment 8**

**CERTIFICATE OF QUALIFICATIONS FOR  
THE ALASKA BIDDER PREFERENCE  
(AS 36.30.170(B))**

In response to DOA # **2009-1800-8217** (response to an RFP).

I certify under penalty of perjury that \_\_\_\_\_.  
(Business Name)

1. holds a current valid Alaska business license (a copy must be attached);
2. submits a bid for goods, services, or construction under the name as appearing on the person's current Alaska business license;
3. has maintained a place of business within the state staffed by the bidder or an employee of the bidder for a period of six months immediately preceding the date of the bid;
4. is incorporated or qualified to do business under the laws of the state, is a sole proprietorship and the proprietor is a resident of the state, is a limited liability company organized under AS 10.50 and all members are residents of the state, or is a partnership under AS 32.05 or AS 32.11 and all partners are residents of the state; and
5. if a joint venture, is composed entirely of ventures that qualify under (1) to (4) of this subsection.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Business Tax ID Number

\_\_\_\_\_  
Telephone Number

**NOTE: This "Certificate of Qualification" must accompany your proposal or bid in order to ensure that the Alaska Bidder Preference is applied to your proposal or bid during the evaluation process.**

**Attachment 9**

## 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.

### Pre-Proposal Activities:

- ☐ Register with Procurement Officer
- ☐ Request Disability Assistance (if needed) at least 10 days prior to proposal deadline
- ☐ Submit Written Questions in writing to Procurement Officer (no later than 4:30 p.m. on January 30, 2009)

### Proposal Transmittal <<< Section 1>>>

- ☐ \*Submit six (6) hard copies and two (2) CDs with electronic copies of the technical & cost proposals (Section 1.01)
- ☐ Submittal Letter (see minimum information below for requirements), and Contact Information (see 6.02)
  - ☐ Subcontractor Information <if applicable> (Section 1.14)
  - ☐ Joint Venture Certification <if applicable> (Section 1.15)
  - ☐ Offeror's Certification (Section 1.16)
  - ☐ Conflict of Interest Disclosure (Section 1.17)
  - ☐ Statement that Proposal is Valid for Ninety Days from Proposal Opening Date (Section 2.01)
  - ☐ Authorized signature (Section 2.01)
  - ☐ Vendor Tax ID proof OR Vendor Tax ID number (Section 2.10)
  - ☐ Review & Agree to Standard Contract Provisions (Section 3.03 and Attachment 3)  
*[A statement describing objections to any of the provisions must be set out in the offeror's proposal (if applicable)]. Only successful offeror will be required to agree to these provisions.*
- ☐ Attachment 1: Valid Business License Proof (Section 2.12)
- ☐ Attachment 8: Completed Certificate for Alaskan Bidder Preference (Section 2.14)
- ☐ Review Insurance Requirements (Section 3.06). *(Will be required from successful bidder only, within 5 days of state's request, and prior to contract approval.)* Nothing needs to be submitted.

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

- ☐ Title Page
- ☐ Table of Contents
- ☐ Overall Technical Proposal – Must include an overview of the project, and the information outlined in Section 5 & 6 of the RFP. The Technical proposal must address the requirements as stated in Section 2.08: Prior Experience. The Technical proposal must address Section 6.03 through 6.06.

### Cost Proposal <<< Section 3>>>

- ☐ Cost Proposal Form, Attachment 10 **(Separate envelope addressed to the Procurement Officer)**

**RFP# 2009-1800-8217**

**Title: Opacity Monitoring of Cruise Ship and State Ferries**  
**Opening Date: February 19, 2009 at 3:00 p.m. [Alaska Time]**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Printed Name of Binding Official

\_\_\_\_\_  
Signature of Binding Official

\_\_\_\_\_  
Date