

**INVITATION TO BID****INVITATION NUMBER: 2015-1200-2766****RETURN THIS BID TO THE ISSUING OFFICE AT:**

**DEPARTMENT OF PUBLIC SAFETY  
SUPPLY SECTION  
524 EAST 48TH AVENUE  
ANCHORAGE, ALASKA 99503**

**THIS IS NOT AN ORDER****DATE ITB ISSUED: SEPTEMBER 23, 2014**

**ITB TITLE: PROVIDE SHIPYARD AND DRY DOCK SERVICES FOR THE  
DEPARTMENT FOR THE PUBLIC SAFETY PATROL VESSEL CAMAI.**

**SEALED BIDS MUST BE SUBMITTED TO THE DEPARTMENT OF PUBLIC SAFETY, SUPPLY SECTION OFFICE FROM WHICH THEY WERE ISSUED AND MUST BE TIME AND DATE STAMPED BY THE PURCHASING SECTION PRIOR TO 1:30PM ON OCTOBER 13, 2014, AT WHICH TIME THEY WILL BE PUBLICLY OPENED.**

**DELIVERY DATE: November 17, 2014****DELIVERY LOCATION: F.O.B. POINT: FINAL DESTINATION**

**IMPORTANT NOTICE:** If you received this solicitation from the State's "Online Public Notice" web site, from a web-based search engine, or methods other than directly from this office, **you must register with the Procurement Officer listed on this document** to receive subsequent amendments, if any. Failure to register with the Procurement Officer listed on this document may result in the rejection of your offer.

**BIDDER'S NOTICE:** By signature on this form, the bidder certifies that:

**(1) the bidder has a valid Alaska business license and has written the license number below or has submitted one of the following forms of evidence of an Alaska business license with the bid:**

- a canceled check for the business license fee;
- a copy of the business license application with a receipt date stamp from the State's business license office;
- a receipt from the State's business license office for the license fee;
- a copy of the bidder's valid business license;
- a sworn notarized affidavit that the bidder has applied and paid for a business license;

**Note: An Alaska Business License may be purchased on-line at: [www.dced.state.ak.us/occ/buslic.htm](http://www.dced.state.ak.us/occ/buslic.htm)**

**(2) the price(s) submitted was arrived at independently and without collusion and that the bidder is complying with:**

- the laws of the State of Alaska;
- the applicable portion of the Federal Civil Rights Act of 1964;
- the Equal Employment Opportunity Act and the regulations issued thereunder by the State and Federal Government; and
- all terms and conditions set out in this Invitation to Bid (ITB).

**If any bidder fails to comply with (1) at the time designated in the ITB for opening, the State will reject the bid.** If a bidder fails to comply with (2) of this paragraph, the State may reject the bid, terminate the contract, or consider the contractor in default.

<p><b>BECKY REICHE</b> DPS PROCUREMENT SPECIALIST IV</p> <p>PHONE NUMBER: 907/929-8951 FAX NUMBER: 907-561-9178 E-MAIL: becky.reiche@alaska.gov</p> <p>Page 1 of 16</p>	<p>_____ COMPANY SUBMITTING BID</p> <p>_____ AUTHORIZED SIGNATURE</p> <p>_____ PRINTED NAME</p> <p>_____ DATE</p> <p>_____ ALASKA BUSINESS LICENSE NUMBER</p>	<p>DOES YOUR BUSINESS QUALIFY FOR THE ALASKA BIDDER'S PREFERENCE? [ ] YES [ ] NO</p> <p>SEE ITB FOR EXPLANATION OF CRITERIA TO QUALIFY.</p> <p>_____ VENDOR TAX ID NUMBER</p> <p>_____ TELEPHONE NUMBER</p> <p>_____ FAX NUMBER</p>
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**STATE OF ALASKA ITB # 2015-1200-2766**  
**PV Cama'i Dry Dock**

**INSTRUCTIONS TO BIDDERS:**

**1. INVITATION TO BID (ITB) REVIEW:** Bidders shall carefully review this ITB for defects and questionable or objectionable material. Bidders' comments concerning defects and questionable or objectionable material in the ITB must be made in writing and received by the purchasing authority at least ten (10) days before the bid opening date. This will allow time for an amendment to be issued if one is required. It will also help prevent the opening of a defective bid, upon which award cannot be made, and the resultant exposure of bidders' prices. Bidders' original comments should be sent to the purchasing authority listed on the front of this ITB.

**2. BID FORMS:** Bidders shall use this and attached forms in submitting bids. A photocopied bid may be submitted.

**3. SUBMITTING BIDS:** Envelopes containing bids must be sealed, marked, and addressed as shown in the example below. Do not put the ITB number and opening date on the envelope of a request for bid information. Envelopes with ITB numbers annotated on the outside will not be opened until the scheduled date and time.

**Bidder's Return Address**

**Department of Public Safety  
Administrative Services, DPS Supply Section  
524 E. 48<sup>th</sup> Avenue  
Anchorage, Alaska 99503**

**ITB No.: 2015-1200-2766**

**Attn: Becky Reiche**

**Opening Date: October 13, 2014 at 1:30 p.m.**

**4. PRICES:** The bidder shall state prices in the units of issue on this ITB. Prices quoted for commodities must be in U.S. funds and include applicable federal duty, brokerage fees, packaging, and transportation cost to the FOB point so that upon transfer of title the commodity can be utilized without further cost. Prices quoted for services must be quoted in U.S. funds and include applicable federal duty, brokerage fee, packaging, and transportation cost so that the services can be provided without further cost. Prices quoted in bids must be exclusive of federal, state, and local taxes. If the bidder believes that certain taxes are payable by the State, the bidder may list such taxes separately, directly below the bid price for the affected item. The State is exempt from Federal Excise Tax except the following:

- Coal - Internal Revenue Code of 1986 (IRC), Section 4121 - on the purchase of coal;
- "Gas Guzzler" - IRC, Section 4064 - on the purchase of low m.p.g. automobiles, except that police and other emergency type vehicles are not subject to the tax;
- Air Cargo - IRC, Section 4271 - on the purchase of property transportation services by air;
- Air Passenger - IRC, Section 4261 - on the purchase of passenger transportation services by air carriers.

**5. VENDOR TAX ID NUMBER:** If goods or services procured through this ITB are of a type that is required to be included on a Miscellaneous Tax Statement, as described in the Internal Revenue Code, a valid tax identification number must be provided to the State of Alaska before payment will be made.

**6. FILING A PROTEST:** A bidder may protest the award of a contract or the proposed award of a contract for supplies, services, or professional services. The protest must be filed in writing and include the following information: (1) the name, address, and telephone number of the protester; (2) the signature of the protester or the protester's representative; (3) identification of the contracting agency and the solicitation or contract at issue; (4) a detailed statement of the legal and factual grounds of the protest, including copies of relevant documents; and (5) the form of relief requested. Protests will be treated in accordance with Alaska Statutes (AS)36.30.560-36.30.610.

**CONDITIONS:**

**1. AUTHORITY:** This ITB is written in accordance with AS 36.30 and 2 AAC 12.

**2. COMPLIANCE:** In the performance of a contract that results from this ITB, the contractor must comply with all applicable federal, state, and borough regulations, codes, and laws; and be liable for all required insurance, licenses, permits and bonds; and pay all applicable federal, state, and borough taxes.

**3. SUITABLE MATERIALS, ETC.:** Unless otherwise specified, all materials, supplies or equipment offered by a bidder shall be new, unused, and of the latest edition, version, model or crop and of recent manufacture.

**4. SPECIFICATIONS:** Unless otherwise specified in the ITB, product brand names or model numbers specified in this ITB are examples of the type and quality of product required, and are not statements of preference. If the specifications describing an item conflict with a brand name or model number describing the item, the specifications govern. Reference to brand name or number does not preclude an offer of a comparable or better product, if full specifications and descriptive literature are provided for the product. Failure to provide such specifications and descriptive literature may be cause for rejection of the offer.

**5. FIRM OFFER:** For the purpose of award, offers made in accordance with this ITB must be good and firm for a period of ninety (90) days from the date of bid opening.

**6. EXTENSION OF PRICES:** In case of error in the extension of prices in the bid, the unit prices will govern; in a lot bid, the lot prices will govern.

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**7. BID PREPARATION COSTS:** The State is not liable for any costs incurred by the bidder in bid preparation.

**8. CONSOLIDATION OF AWARDS:** Due to high administrative costs associated with processing of purchase orders, a single low bid of \$50 or less may, at the discretion of the State, be awarded to the next low bidder receiving other awards for consolidation purposes. This paragraph is not subject to the protest terms enumerated in "INSTRUCTION TO BIDDERS"; "FILING A PROTEST" above.

**9. CONTRACT FUNDING:** Bidders are advised that funds are available for the initial purchase and/or the first term of the contract. Payment and performance obligations for succeeding purchases and/or additional terms of the contract are subject to the availability and appropriation of funds.

**10. CONFLICT OF INTEREST:** An officer or employee of the State of Alaska may not seek to acquire, be a party to, or possess a financial interest in, this contract if (1) the officer or employee is an employee of the administrative unit that supervises the award of this contract; or (2) the officer or employee has the power to take or withhold official action so as to affect the award or execution of the contract.

**11. ASSIGNMENT(S):** Assignment of rights, duties, or payments under a contract resulting from this ITB is not permitted unless authorized in writing by the State of Alaska, Department of Administration, Division of General Services. Bids that are conditioned upon the State's approval of an assignment will be rejected as nonresponsive.

**12. SUBCONTRACTOR(S):** Within five (5) working days of notice, the apparent low bidder must submit a list of the subcontractors that will be used in the performance of the contract. The list must include the name of each subcontractor and the location of the place of business for each subcontractor and evidence of each subcontractor's valid Alaska business license. Subcontractors can only be changed per AS 36.30.115 (b).

**13. FORCE MAJEURE:** (Impossibility to perform) The contractor is not liable for the consequences of any failure to perform, or default in performing, any of its obligations under this Agreement, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the contractor. For the purposes of this Agreement, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.

**14. LATE BIDS:** Late bids are bids received after the time and date set for receipt of the bids. Late bids will not be accepted.

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

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

**17. DISPUTES:** Any dispute arising out of this agreement shall be resolved under the laws of Alaska. Any appeal of an administrative order or any original action to enforce any provision of this agreement or to obtain any relief from or remedy in connection with this agreement may be brought only in the superior court for the State of Alaska.

**18. CONSUMER ELECTRICAL PRODUCT:** AS 45.45.910 requires that "...a person may not sell, offer to sell, or otherwise transfer in the course of the person's business a consumer electrical product that is manufactured after August 14, 1990, unless the product is clearly marked as being listed by an approved third party certification program." Electrical consumer products manufactured before August 14, 1990, must either be clearly marked as being third party certified or be marked with a warning label that complies with AS 45.45.910(e). Even exempted electrical products must be marked with the warning label. By signature on this bid the bidder certifies that the product offered is in compliance with the law. A list of approved third party certifiers, warning labels and additional information is available from: Department of Labor and Workforce Development, Labor Standards & Safety Division, Mechanical Inspection Section, P.O. Box 107020, Anchorage, Alaska 99510-7020, (907)269-4925.

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

**SPECIAL CONDITIONS:**

**1. ORDER DOCUMENTS:** Except as specifically allowed under this ITB, an ordering agency will not sign any vendor contract. The State is not bound by a vendor contract signed by a person who is not specifically authorized to sign for the State under this ITB. The State of Alaska Purchase Order, Contract Award and Delivery Order are the only order documents that may be used to place orders against the contract(s) resulting from this ITB.

**2. BILLING INSTRUCTIONS:** Invoices must be billed to the ordering agency's address shown on the individual Purchase Order, Contract Award or Delivery Order, not to the Division of General Services. The ordering agency will make payment after it receives the merchandise or service and the invoice. Questions concerning payment must be addressed to the ordering agency.

**3. CONTINUING OBLIGATION OF CONTRACTOR:** Notwithstanding the expiration date of a contract resulting from this ITB, the contractor is obligated to fulfill its responsibilities until warranty, guarantee, maintenance and parts availability requirements have completely expired.

**PREFERENCES:**

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**1. ALASKAN BIDDER'S PREFERENCE:** Award will be made to the lowest responsive and responsible bidder after an Alaskan bidder's preference of five percent (5%) has been applied. The preference will be given to a person who: (1) holds a current Alaska business license; (2) submits a bid for goods or services under the name on the 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 venturers that qualify under (1) - (4) of this subsection. AS 36.30.170(b).

**2. USE OF LOCAL FOREST PRODUCTS:** In a project financed by state money in which the use of timber, lumber and manufactured lumber is required, only timber, lumber and manufactured lumber products originating in this state shall be used unless the use of those products has been determined to be impractical, in accordance with AS 36.15.010.

**3. LOCAL AGRICULTURAL AND FISHERIES PRODUCTS PREFERENCE:** When agricultural, dairy, timber, lumber, or fisheries products are purchased using state money, only those products harvested in Alaska, or in the case of fisheries products harvested or processed within the jurisdiction of Alaska, will be purchased, provided they are available, of comparable quality, and priced no more than seven percent (7%) higher than products harvested outside the state, or in the case of fisheries products harvested or processed outside the jurisdiction of the state, in accordance with AS 36.15.050.

**4. ALASKA PRODUCT PREFERENCE:** A bidder that designates the use of an Alaska Product which meets the requirements of the ITB specification and is designated as a Class I, Class II or Class III Alaska Product by the Department of Community & Economic Development shall receive a preference in the bid evaluation in accordance with AS 36.30.332 and 3 AAC 92.010.

**5. EMPLOYMENT PROGRAM PREFERENCE:** If a bidder qualifies for the Alaskan bidder's preference, under AS 36.30.170(b), and is offering goods or services through an employment program, as defined under 36.30.990(10), and is the lowest responsive and responsible bidder with a bid that is no more than fifteen percent (15%) higher than the lowest bid, the procurement officer will make the award to that bidder, in accordance with AS 36.30.170(c) and 2 AAC 12.050.

**6. ALASKANS WITH DISABILITIES PREFERENCE:** If a bidder qualifies for the Alaskan bidder's preference, under AS 36.30.170(b), is a qualifying entity as defined in AS 36.30.170(e) and (j), and is the lowest responsive and responsible bidder with a bid that is no more than ten percent (10%) higher than the lowest bid, the procurement officer will make the award to that bidder, in accordance with AS 36.30.170(e).

**7. EMPLOYERS OF PEOPLE WITH DISABILITIES PREFERENCE:** If a bidder qualifies for the Alaskan bidder's preference, under AS 36.30.170(b), and, at the time the bid is submitted, employs a staff that is made up of fifty percent (50%) or more people with disabilities, as defined in AS 36.30.170(j), and submits a responsive and responsible bid that is no more than ten percent (10%) higher than the lowest responsive and responsible bid, the procurement officer will make the award to that bidder, in accordance with AS 36.30.170(f).

**8. PREFERENCE QUALIFICATION LETTER:** Regarding preferences 5, 6, and 7 above, the Division of Vocational Rehabilitation in the Department of Labor and Workforce Development maintains lists of Alaskan; [1] employment programs that qualify for preference, [2] individuals who qualify for preference as Alaskan's with disabilities, and, [3] employers who qualify for preference as employers of people with disabilities. In accordance with AS 36.30.170(j), in order to qualify for one of these preferences, a bidder must add value by actually performing, controlling, managing, and supervising the services provided, or for supplies, a bidder must have sold supplies of the general nature solicited to other state agencies, governments, or the general public.

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 preferences 5, 6, or 7 above, an individual or business must be on the appropriate Division of Vocational Rehabilitation list, at the time the bid is opened, and must provide the procurement officer a copy of their certification letter. Bidders must attach a copy of their certification letter to their bid. The bidder's failure to provide the certification letter mentioned above, with their bid, will cause the State to disallow the preference.

\*\*\*\*\*OFFER  
ORS ARE NOT REQUIRED TO RETURN THE BODY OF THIS FORM. HOWEVER, THEY ARE REQUIRED TO  
SIGN AND RETURN THE FRONT PAGE, THE BID SCHEDULE, AND ANY SUPPORTING DOCUMENTATION AS  
SPECIFIED.

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**BIDDERS WITH DISABILITIES:** The State of Alaska complies with Title II of the Americans with Disabilities Act of 1990. Individuals with disabilities who may need auxiliary aids, services, and/or special modifications to participate in this procurement should contact the Department of Public Safety at one of the following numbers no later than **October 4, 2014** to make any necessary arrangements.

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**PV Cama'i Dry Dock**

Telephone: 907/929-8951  
Fax: 907/561-9178  
E-Mail: becky.reiche@alaska.gov

**COMPLIANCE WITH ADA:** By signature of their bid the bidder certifies that they comply with the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government.

Services or activities furnished to the general public on behalf of the state must be fully accessible. This is intended to ensure that agencies are in accordance with 28 CFR Part 35 Section 35.130 and that services, programs or activities furnished to the public through a contract do not subject qualified individuals with a disability to discrimination based on the disability.

**PREFERENCE QUALIFICATION:** In order to qualify for an Employment Program Preference, an Alaskans With Disabilities Preference or an Employers Of People With Disabilities Preference, a bidder must add value by actually performing, controlling, managing, and supervising the services provided, or a bidder must have sold supplies of the general nature solicited to other state agencies, governments, or the general public.

**CONTRACT PERFORMANCE LOCATION:** By signature on their bid, the bidder certifies that all services provided under this contract by the contractor and all subcontractors shall be performed in the United States. Failure to comply with this requirement may cause the state to reject the bid or proposal as non-responsive, or cancel the contract.

**CONTRACT INTENT:** This Invitation to Bid (ITB) is intended to result in a contract for Shipyard and Dry Dock Services for repairs and maintenance work on the Department of Public Safety Patrol Vessel Camai. The PV Camai is home-based in Kodiak, Alaska.

**NOTICE OF INTENT TO AWARD:** After the responses to this ITB have been opened and evaluated, a tabulation of the bids will be prepared. This tabulation, called a Notice of Intent to Award, serves two purposes. It lists the name of each company or person that offered a bid and the price they bid. It also provides notice of the state's intent to award a contract(s) to the bidder(s) indicated. A copy of the Notice of Intent will be mailed to each company or person who responded to the ITB. Bidders identified as the apparent low responsive bidders are instructed not to proceed until a Purchase Order, Contract Award, Lease, or some other form of written notice is given by the contracting officer. A company or person who proceeds prior to receiving a Purchase Order, Contract Award, Lease, or some other form of written notice from the contracting officer does so without a contract and at their own risk.

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

**HUMAN TRAFFICKING:** By signature on this solicitation, the offeror certifies that:

- 1) 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; or
- 2) if the offeror is 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, a certified copy of the offeror's policy against human trafficking must be submitted to the State of Alaska prior to contract award.

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

**CONTRACT ADMINISTRATION:** The administration of this contract is the responsibility of the Chief Procurement Officer, Department of Public Safety, Supply Section, 524 East 48<sup>th</sup> Avenue, Anchorage, Alaska, 99503, 907/561-1092, ext. 233.

**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.

**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.

**Proof of insurance is required for the following:**

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

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

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.

Ship Repairers' Legal Liability: The Contractor shall maintain Ship Repairers' Legal Liability with a limit of \$10,000,000. The State may request the Contractor to obtain additional coverage up to the value of the State's property while in the care, custody, and control of the Contractor. This additional coverage shall be purchased by the Contractor and directly billed to the State with no mark up, if not already owned by the Contractor.

The Contractor shall protect the vessel and her owners against any and all liability or damage or action upon the part of any Federal, State, or Municipal authorities caused by any pollution of any waters or any bay, harbor, river, or tributary by oil, refuse, or other hazardous substances from the vessel during the course of repairs arising from the fault or negligence of the Contractor or any of its subcontractors.

**Subcontractors:**

Contractor shall assure that all subcontractors hired by Contractor to perform work at Contractor's direction under this contract shall furnish to Contractor certificates of insurance evidencing the subcontractor has in place worker's compensation insurance and comprehensive general liability insurance with single occurrence limits for damage to persons and property of not less than \$1,000,000. The Contractor and the State shall be named as additional insureds on the policies of general liability insurance acquired by subcontractors. Such insurance shall cover all operations by, or on behalf of, the Contractor providing insurance for bodily injury and property damage liability including coverage for premises and operations, products and completed operations, contractual liability, broad form damage, and personal injury liability. This insurance shall be with limits of not less than \$10,000,000 on account of any one accident or occurrence with respect to each vessel the Contractor performs work on under this contract. The Contractor shall cause the State to be named as an additional insured under this and all other policies of insurance the Contractor is required to provide under the terms of this contract. Certificates of insurance must be provided to the State prior to the commencement of work Contractor performs on a vessel under this contract. This provision contemplates that a separate certificate of insurance must be first provided to the State before Contractor begins work on a vessel. Each certificate of insurance furnished by Contractor shall provide a thirty (30) day prior notice to the State of cancellation, reduction or expiration of the policy of insurance. Contractor acknowledges that the obligation to furnish a certificate of insurance consistent with this provision is a condition precedent to the right of Contractor to commence work on a vessel and the performance of the State's obligations to Contractor as provided under this

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contract. The failure to maintain the insurance coverage required by this paragraph during the contract shall be deemed a material breach of the contract.

Failure to supply satisfactory proof of insurance within the time required will cause the state to declare the bidder non-responsible and to reject the bid.

**SUPPORTING INFORMATION:** The state strongly desires that bidders submit all required technical specification, and other supporting information with their bid so that a detailed analysis and determination can be made, by the contracting officer that the product offered meets the ITB specifications and that other requirements of the ITB have been met. However, provided a bid meets the requirements for a definite, firm, unqualified, and unconditional offer, the state reserves the right to request supplemental information from the bidder, after the bids have been opened, to ensure that the products offered completely meet the ITB requirements. The requirement for such supplemental information will be at the reasonable discretion of the state and may include the requirement that a bidder will provide a sample product(s) so that the state can make a first-hand examination and determination.

A bidder's failure to provide this supplemental information or the product sample(s), within the time set by the state, will cause the state to consider the offer non-responsive and reject the bid.

**FIRM, UNQUALIFIED AND UNCONDITIONAL OFFER:** Bidders must provide enough information with their bid to constitute a definite, firm, unqualified and unconditional offer. To be responsive a bid must constitute a definite, firm, unqualified and unconditional offer to meet all of the material terms of the ITB. Material terms are those that could affect the price, quantity, quality, or delivery. Also included as material terms are those which are clearly identified in the ITB and which, for reasons of policy, must be complied with at risk of bid rejection for non-responsiveness.

**CONTRACT PERIOD:** Work is to be completed within twenty one **(21)** days from the start of the shipyard period, beginning in **October 27, 2014 through November 17, 2014**. The Contractor's work plan and schedule of activity must be coordinated in advance with the Owner's Representative. **Under no circumstances shall the delivery date exceed 21 days from the official arrival at Contractor's facility, October 27, 2014. For each day the vessel is not delivered back to the Owner after 21 days, 2014, the Contractor shall be assessed a \$1,591 per day penalty for the first 5 days. In the case of extended delay of more than 5 days, the penalty will increase to \$3,182 per day.**

**RE-DELIVERY:** Re-delivery of the vessel is to be no more than thirty **(21) days** from the official arrival at the Contractor's facility.

**CONTRACT PRICES:** Bidders shall provide a firm-fixed bid price that factors in all costs associated with accomplishment of the work identified in the attached Technical Specifications.

**Prospective bidder attention is directed to the Inter-Port Cost Factor information sheet, Attachment One (page 16) and its affect on low bidder determination.**



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**NEW EQUIPMENT:** Equipment offered in response to this ITB must be new equipment. New equipment means equipment that is currently in production by the manufacturer and is still the latest model, edition or version generally offered. The equipment must be warranted as new by the manufacturer and may not have been used for any purpose, other than display (not demonstration), prior to its sale to the state. The state will not accept remanufactured, used, or reconditioned equipment. It is the contractor's responsibility to ensure that each piece of equipment delivered to the state complies with this requirement. A contractor's failure to comply with this requirement will cause the state to seek remedies under breach of contract.

**CLASS ONE/USA WARRANTED:** All items shall be Class One/USA warranted products. Grey market, refurbished, and/or non-USA warranted products are not acceptable.

By signature on the face page of this ITB the bidder acknowledges this requirement and indicates unconditional acceptance of this clause.

**REMANUFACTURED/RECONDITIONED EQUIPMENT:** Remanufactured/reconditioned is acceptable provided it meets the requirements of this clause and the requirements of the rest of this ITB. Remanufactured/reconditioned equipment is defined as used equipment that has been remanufactured/reconditioned and restored to new condition. All remanufactured/reconditioned equipment must have the same warranty as new equipment and be certified as maintainable by its manufacturer. Bidders should attach a copy of this certification to their bid. The bidder's failure to provide the document(s) mentioned above, within the time required by the state, will cause the state to consider the bid non-responsive and reject the bid.

**LIQUIDATED DAMAGES:** Late delivery will cause the State to suffer damages. Actual damages will be difficult to assess; therefore, it is mutually agreed that the contractor will pay the State damages at the rate of \$1,591 dollars per calendar day penalty for the first 5 days of delay after the delivery date called for in the ITB and \$3,182 each day thereafter. This is discussed in further detail in the Technical Specifications, General Information, Re-Delivery.

**PARTS BOOKS AND MAINTENANCE MANUALS:** Parts books and maintenance manuals must be provided at the same time that the equipment is delivered. The cost of the parts books and maintenance manuals is to be included in the bid price of the equipment.

**REQUIRED MANUALS AND HARDWARE:** The items purchased are to be shipped complete with the instructions and hardware required for installation. An operator's manual, maintenance manual, and a maintenance schedule must be included with each item when it is delivered. The cost of the installation hardware and the manuals is to be included in the bid price of the equipment.

**SITE INSPECTION:** Pre-bid inspection of the vessel is possible but contingent upon existing scheduled operations during October 2014. However, the unavailability of vessel for a pre-bid inspection will in no way relieve the bidder of the responsibility of performing the work in strict compliance with the true intent and meaning of the terms, conditions and specifications of this ITB. If inspection is desired, contract the Vessel Section Supervisor, Mr. Burke Waldron, at 907/761-7139 to confirm vessel availability and to make arrangements for a visit. The contact person is only empowered to allow bidders to view the work site. Any questions the bidders have must be directed

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**PV Cama'i Dry Dock**

to the contracting officer named on the front page of this ITB. The contact person can not and will not answer bidders questions regarding the work to be performed under this ITB or the terms, conditions and specifications of this ITB.

**INVOICES:** Invoices must be sent directly to the ordering agency's address shown on the Contract Award. The ordering agency will only make payment after verification of job completion at the end of the shipyard period, and receipt of an invoice. There will be a post delivery meeting to negotiate the final costs and change order costs. Questions concerning payment must be addressed to the ordering agency.

**WARRANTY:** The contractor warrants every Task completed against faulty materials and workmanship for a minimum period of at least twelve (12) months, unless specified otherwise in the Technical Specifications. If, during this period, faults develop with the unit or components of the unit, they will be repaired or replaced without any cost, including any transportation or freight cost, to the State. Bids which include supplemental warranties will be accepted, but supplemental warranties that conflict with or diminish the State's rights under this warranty clause will be considered null and void. The State is not responsible for identifying conflicting warranty conditions before issuing a contract award. After award of the contract:

1. if a conflict arises between the supplemental warranty and the warranty in this ITB, the warranty in the ITB will prevail, and
2. if the State's rights are diminished as a result of application of the supplemental warranty, the supplemental warranty will be considered null and void and the ITB warranty will prevail.

By signature on the face page of this ITB the bidder acknowledges this requirement and indicates unconditional acceptance of this warranty clause.

**COMPLETION OF SERVICE:** The service will not be complete and the equipment will not be considered serviced, repaired, or acceptable until it performs in compliance with the manufacturer's published performance specifications and the Owner's Representative's satisfaction.

**WORKMANSHIP & MATERIALS:** All work must be performed in a thorough and workmanlike manner and in accordance with current industry practices. The contractor will be held responsible for the quality of the service, maintenance and inspections. Service, maintenance and inspections that are improperly done will be done over, by the contractor, at the contractor's risk and expense.

**CONTRACT CANCELLATION:** The State reserves the right to cancel the contract at its convenience upon two (2) calendar days written notice to the contractor. The State is liable only for payment in accordance with the payment provisions of this contract for services or supplies provided before the effective date of termination.

**CONTRACT FUNDING:** This project is contingent upon available funding. After receipt of bids, some Tasks may be dropped or amended due to funding. Final determination of which Tasks are to be performed will be determined after bid opening, and before the issuance of the Notice of Intent.

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**INTER-PORT COST DIFFERENTIAL:** An Inter-Port Cost Differential is to be added to bid prices in accordance with Alaska State Statute [Sec. 36.90.049(e)(2)] and policies for determining bid award. See Attachment One for identification of applicable Inter-Port cost.

**OWNER'S REPRESENTATIVE:** The Owner's Representative is Mr. Burke Waldron, Supervisor, Vessel Section, Alaska Wildlife Troopers. Mr. Waldron or his designated representative will be on-site during the contract performance period. Mr. Waldron can be reached at 907/761-7139.

**METHOD OF AWARD:** Award will be made to the lowest priced responsive and responsible bidder. In order to be considered responsive, bidders must bid on all items.

## SPECIFICATIONS

See the attached Technical Specifications.

## BID SCHEDULE

### TASK

#### SECTION 2 – DEFINITE ITEMS

##### SubTasks:

#### 1.0 Temporary Services

**NOTE: Total Cost for Task 1.0 should include the costs for all listed Subtasks.**

**1.01 Mooring**

\_\_\_\_\_

**1.02 Shore Power**

\_\_\_\_\_

**1.03 Telephone**

\_\_\_\_\_

**1.04 Potable Water**

\_\_\_\_\_

**1.05 Ship's Service Air**

\_\_\_\_\_

**1.06 Gangway**

\_\_\_\_\_

**1.07 Fire Protection**

\_\_\_\_\_

**1.08 Deck Covering**

\_\_\_\_\_

**1.09 Garbage**

\_\_\_\_\_

**1.10 Parking**

\_\_\_\_\_

**1.11 Toilet Facilities**

\_\_\_\_\_

**1.12 Tank Access and Testing**

\_\_\_\_\_

**Subtotal: Section 1.0:**

\_\_\_\_\_

#### 2.0 Miscellaneous Accounts

**NOTE: Total Cost for Task 2.0 should include the costs for all listed Subtasks.**

**2.01 Vessel Account**

**\$1,500.00**

**2.02 Welding Account: 15 hours x \_\_\_\_\_/hour=**

\_\_\_\_\_

**2.04 Crane/Boom Truck Services Account :10 hours x \_\_\_/hr=**

\_\_\_\_\_

**Subtotal: Section 2.0:**

\_\_\_\_\_

#### 3.0 Hull Work

**NOTE: Total Cost for Task 3.0 should include the costs for all listed Subtasks.**

**3.01 Haul Out**

\_\_\_\_\_

**3.02 Lay Days**

\_\_\_\_\_

**Subtotal: Section 3.0:**

\_\_\_\_\_

**Bidder Name:**

**4.0 Hull Work**

**NOTE: Total Cost for Task 4.0 should include the costs for all listed Subtasks.**

**4.01 Bearing Readings, Packing Replacement,**

**Shaft/Propeller Work**

**4.05 Service Sea Valves / Maintenance**

**4.08 Inspection and Replacement of Hull Zincs**

**Subtotal: Section 4.0:**

**5.0 Hull Painting**

**NOTE: Total Cost for Task 5.0 should include the costs for all listed Subtasks.**

**5.02 Prerequisites to Coating Application**

**5.03 Preparation and Coating Required**

**5.03-A Exterior Hull: Keels to top of bottom paint included inside sea chest and gratings**

**5.03-B Exterior Hull: Port and Starboard Slashes**

**5.03-C Stripes, Trim, Lettering**

**5.03-D Spare Paint**

**5.04 General Preparation and Painting Requirements:**

**5.05 Paint Schedule**

**Subtotal: Section 5.0:**

**Contingent Projects**

**The following tasks are optional line items and will be awarded solely at the discretion of the State, dependent on available funds.**

**6.0 Tank Cleaning**

**7.0 New Chest Freezer**

**Subtotal: Section 6.0 and 7.0:**

**Bidder Name:**

**SUB TOTAL, ALL ITEMS:**

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Re-Delivery Fee / Shipyard tax, if applicable: \_\_\_\_\_

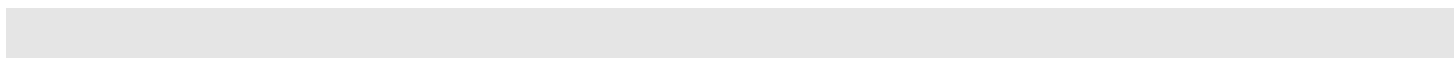
Inter-Port Differential Costs (See Attachment One): \_\_\_\_\_

**GRAND TOTAL, All ITEMS:** \_\_\_\_\_

**NOTE TO BIDDERS: AN INTER-PORT COST DIFFERENTIAL IS TO BE ADDED TO BID PRICES IN ACCORDANCE WITH ALASKA STATE STATUTE [Sec. 36.90.049 (e)(2)] AND POLICIES FOR DETERMINING BID AWARD. SEE ATTACHMENT ONE FOR IDENTIFICATION OF APPLICABLE INTER-PORT COST.**

GUARANTEED RE-DELIVERY: \_\_\_\_\_(\_\_\_\_\_) days.

**Bidder Name:** \_\_\_\_\_



**BIDDER INFORMATION**

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

CONTACT NAME: \_\_\_\_\_

PHONE: \_\_\_\_\_

FACSIMILE: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

TOLL FREE: \_\_\_\_\_

**[FOR STATE USE ONLY. THIS INVITATION TO BID COVERS SR# 122972.]**

## ATTACHMENT ONE INTERPORT DIFFERENTIAL

### P/V Camai FY15 INTERPORT DIFFERENTIAL COSTS

	Days of Travel RT	Miles	Fuel cost	Food costs	Travel costs 2 crew airfares RT	Sea Pay	<b>Total Interport Costs</b>
Kodiak to Ketchikan crew-3	5	1,625	\$13,594	\$270	\$1,200	\$2,110	<b>\$17,174</b>
Kodiak to Seattle Crew-3	8	2,960	\$21,750	\$432	\$1,600	\$3,396	<b>\$27,158</b>
Kodiak to Seward Crew-3	2	350	\$5,437	\$108	\$700	\$844	<b>\$7,089</b>

Fuel costs based on \$3.54  
gal Kodiak posted rate  
4/14, 24 hour days – 32 gal  
per hour

Food costs based on 4  
meals, \$4.50 per meal per  
person per day

Travel airfares based on 2  
person travel