

# INVITATION TO BID (ITB) NUMBER 2517S001

RETURN THIS BID TO THE ISSUING OFFICE AT:



Department of Transportation &  
Public Facilities  
Statewide Procurement Office  
P.O. Box 112500  
(3132 Channel Drive, Suite 310)  
Juneau, Alaska 99811-2500

**THIS IS NOT AN ORDER**

**DATE ITB ISSUED: July 1, 2016**

**ITB TITLE: LONG TERM LAY-UP OF THE AMHS VESSEL FVF CHENEGA**

**SEALED BIDS MUST BE SUBMITTED TO THE STATEWIDE PROCUREMENT OFFICE AT THE ABOVE ADDRESS AND MUST BE TIME AND DATE STAMPED BY THE PURCHASING SECTION PRIOR TO 2:00 PM ON July 29, 2016, AT WHICH TIME THEY WILL BE PUBLICLY OPENED.**


***SUBMITTING BIDS SEE TERMS & CONDITIONS #3 - ELECTRONIC BID SUBMISSION.***

**IMPORTANT NOTICE:** If you received this solicitation from the State's "Online Public Notice" web site, you must register with the Procurement Officer listed on this document to receive notification of subsequent amendments. Failure to contact the Procurement Officer 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, or will obtain one prior to award of any contract resulting from this ITB. If the bidder possesses a valid Alaska business license, the license number must be written below or one of the following forms of evidence must be submitted 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 statement that the bidder has applied and paid for a business license;
- (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 a bidder fails to comply with (1) at the time designated in the ITB for opening the state will disallow the Alaska Bidder Preference. 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. Bids must be also submitted under the name as appearing on the bidder's current Alaska business license in order to receive the Alaska Bidder Preference.

	_____	<b>*DOES YOUR BUSINESS QUALIFY FOR THE ALASKA BIDDER PREFERENCE?</b>
	COMPANY SUBMITTING BID	[ ] YES [ ] NO
<b>John C. Wynne</b> CONTRACTING OFFICER	_____	<b>*DOES YOUR BUSINESS QUALIFY FOR THE ALASKA VETERAN PREFERENCE?</b>
	AUTHORIZED SIGNATURE	[ ] YES [ ] NO
TELEPHONE NUMBER 907-465-8878	_____	<b>*SEE ITB FOR EXPLANATION OF CRITERIA TO QUALIFY</b>
	PRINTED NAME	
	_____	_____
	DATE	E-MAIL ADDRESS
_____	_____	_____
ALASKA BUSINESS LICENSE NUMBER	FEDERAL TAX ID NUMBER	TELEPHONE NUMBER

STANDARD TERMS AND CONDITIONS

**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 Administration Division of General Services P.O. Box 110210 Juneau, AK 99811-0210
ITB No.: #2517S001
Opening Date: July 29, 2016

**ELECTRONIC BID SUBMISSION:** Bids may be emailed to [john.wynne@alaska.gov](mailto:john.wynne@alaska.gov) no later than the date and time listed on page one of this ITB as the deadline for receipt of bids, and must contain the ITB number in the subject line of the email. Emailed bids must be submitted as an attachment in PDF format. Please note that the **maximum** size of a single email (including all text and attachments) that can be received by the state is **20mb (megabytes)**. If the email containing the bid exceeds this size, the bid must be sent in multiple emails that are each less than 20 megabytes and each email must comply with the requirements described above. The state is not responsible for unreadable, corrupt, or missing attachments. It is the bidder's responsibility to contact the issuing office at (907) 465-8878 to confirm that the bid has been received. Failure to follow the above instructions may result in the bid being found non-responsive and rejected.

**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.
- Leaking Underground Storage Tank Trust Fund Tax (LUST) - IRC, Section 4081 - on the purchase of Aviation gasoline, Diesel Fuel, Gasoline, and Kerosene.

**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; 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.

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

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- 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 procurement officer of the contracting agency. 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 from the state, 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.
- 13. FORCE MAJEURE (Impossibility to perform):** The parties to a contract resulting from this ITB are not liable for the consequences of any failure to perform, or default in performing, any of its obligations under the contract, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the respective party. For the purposes of this ITB, 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:** If a contractor has a claim arising in connection with a contract resulting from this ITB that it cannot resolve with the State by mutual agreement, it shall pursue a claim, if at all, in accordance with the provisions of AS 36.30.620 – 632.
- 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.
- 20. GOVERNING LAW; FORUM SELECTION:** A contract resulting from this ITB is governed by the laws of the State of Alaska. To the extent not otherwise governed by section 17 of these Standard Terms and Conditions, any claim concerning the contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

### 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:

- 1. ALASKA BIDDER PREFERENCE:** Award will be made to the lowest responsive and responsible bidder after an Alaska bidder preference of five percent (5%) has been applied. The preference will be given to a person who: (1) holds a current Alaska business license at the time designated in the invitation to bid for bid opening; (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

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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 32.06 or AS 32.11 and all partners are residents of the state; and, (5) if a joint venture, is composed entirely of ventures that qualify under (1) - (4) of this subsection. AS 36.30.170, AS 36.30.321(a) and AS 36.30.990(2)

**2. ALASKA VETERAN PREFERENCE:** If a bidder qualifies for the Alaska bidder preference under AS 36.30.321(a) and AS 36.30.990(2) and is a qualifying entity as defined in AS 36.30.321(f), they will be awarded an Alaska veteran preference of five percent (5%). The preference will be given to a (1) sole proprietorship owned by an Alaska veteran; (2) partnership under AS 32.06 or AS 32.11 if a majority of the partners are Alaska veterans; (3) limited liability company organized under AS 10.50 if a majority of the members are Alaska veterans; or (4) corporation that is wholly owned by individuals and a majority of the individuals are Alaska veterans, and may not exceed \$5,000. The bidder must also add value by actually performing, controlling, managing, and supervising the services provided, or for supplies, the bidder must have sold supplies of the general nature solicited to other state agencies, other governments, or the general public - AS 36.30.321(i).

**3. 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 from Alaska forests shall be used unless the use of those products has been determined to be impractical, in accordance with AS 36.15.010 and AS 36.30.322.

**4. LOCAL AGRICULTURAL AND FISHERIES PRODUCTS PREFERENCE:** When agricultural, dairy, timber, lumber, or fisheries products are purchased using state money, a seven percent (7%) preference shall be applied to the price of the products harvested in Alaska, or in the case of fisheries products, the products harvested or processed within the jurisdiction of Alaska, in accordance with AS 36.15.050.

**5. 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.

**6. EMPLOYMENT PROGRAM PREFERENCE:** If a bidder qualifies for the Alaska bidder preference under AS 36.30.321(a) and AS 36.30.990(2), and is offering goods or services through an employment program as defined under 36.30.990(12), they will be awarded an Employment Program Preference of fifteen percent (15%) in accordance with AS 36.30.321(b).

**7. ALASKANS WITH DISABILITIES PREFERENCE:** If a bidder qualifies for the Alaska bidder preference under AS 36.30.321(a) and AS 36.30.990(2), and is a qualifying entity as defined in AS 36.30.321(d), they will be awarded an Alaskans with Disabilities Preference of ten percent (10%) in accordance with AS 36.30.321(d). A bidder may not receive both an Employment Program Preference and an Alaskans with Disabilities Preference.

**8. PREFERENCE QUALIFICATION LETTER:** Regarding preferences 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, and [2] individuals who qualify for preference as Alaskan's with disabilities. In accordance with AS 36.30.321(i), 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 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 attach a copy of their certification letter to their bid. The bidder's failure to provide this certification letter with their bid will cause the State to disallow the preference.

**ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES:** Prior to the award of a contract, a bidder must hold a valid Alaska business license. However, in order to receive the Alaska Bidder Preference and other related preferences, such as the Alaska Veteran and Alaskans with Disabilities Preference, a bidder must hold a valid Alaska business license at the time designated for bid opening. Bidders 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.

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

- (a) copy of an Alaska business license;
- (b) certification on the bid that the bidder has a valid Alaska business license and has included the license number in the bid (see front page);
- (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 statement that the bidder has applied and paid for the Alaska business license.

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

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

At the time designated for bid opening, all bidders must hold any other necessary applicable professional licenses required by Alaska Statute.

**ALASKA BIDDER PREFERENCE:** An Alaska Bidder Preference of five percent will be applied prior to evaluation. The preference will be given to a bidder who:

- (1) holds a current Alaska business license at the time designated for bid opening;
- (2) submits a proposal for goods or services under the name appearing on the bidder's current Alaska business license;

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- (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 (LLC) organized under AS 10.50 and all members are residents of the state, or is a partnership under AS 32.06 or AS 32.11 and all partners are residents of the state; and
- (5) if a joint venture, is composed entirely of ventures that qualify under (1)-(4) of this subsection.

**Alaska Bidder Preference Statement:** In order to receive the Alaska Bidder Preference, the bid must also include a statement certifying that the bidder is eligible to receive the Alaska Bidder Preference.

If the bidder is a LLC or partnership as identified in (4) of this subsection, the statement must also identify each member or partner and include a statement certifying that all members or partners are residents of the state.

If the bidder is a joint venture which includes a LLC or partnership as identified in (4) of this subsection, the statement must also identify each member or partner of each LLC or partnership that is included in the joint venture and include a statement certifying that all of those members or partners are residents of the state.

**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 Statewide Procurement Office at one of the following numbers no later than ten (10) to make any necessary arrangements.

Telephone: 907-465-8878

**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 Alaska Veterans Preference, Employment Program Preference, or Alaskans with Disabilities Preference, a bidder must add value by actually performing, controlling, managing, and supervising the services provided, or a

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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.

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

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

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

**HUMAN TRAFFICKING:** By signature on their bid, the bidder certifies that the bidder 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 this requirement will cause the state to reject the bid as non-responsive, or cancel the contract.

**CONTRACT INTENT:** This Invitation to Bid (ITB) is intended to result in a contract for Long Term Berthing for the Alaska Marine Highway System (AMHS) Vessel FVF Chenega for the Department of Transportation & Public Facilities.

**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

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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.

**CONTRACT ADMINISTRATION:** The administration of this contract is the responsibility of the AMHS Marine Engineering Manager, or designee, Department of Transportation & Public Facilities.

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

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

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 minimum Jones Act coverage requirements shall not be less than \$1,000,000. The policy must waive subrogation against the state.

Marine 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 \$5,000,000 combined single limit per occurrence. The policy shall include an endorsement for Wharfingers legal liability.



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Commercial Automobile Liability Insurance: covering all vehicles used by the contractor in the performance of services under this agreement with minimum coverage limits of \$2,000,000 combined single limit per occurrence.

Marine Pollution Liability Insurance: Contractor shall maintain Pollution Liability covering the contractor's liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs incurred, all arising out of the work or services to be performed under this contract. Coverage shall be provided for both work performed on site, as well as during the transport of hazardous materials. Limits of not less than \$5,000,000 per occurrence shall be provided.

Towing Protection & Indemnity: Covering the vessel during towage performed in connection with this contract, with minimum coverage limits of \$25,000,000.

Failure to provide satisfactory proof of insurance within the time required will cause the state to declare the bidder non-responsive and to 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:** The length of the contract will be from date of award (Fall 2016) through September 30, 2017, with the option to renew for two (2) additional one-year terms under the same terms and conditions, as the original contract. Renewals must be initiated solely by the state.

**CONTRACT PRICES:** Contract prices are to remain firm through the duration of the contract and renewal of the contract.

**ALTERATIONS:** The contractor must obtain the written approval from the contracting officer prior to making any alterations to the specifications contained in this ITB. The state will not pay for alterations that are not approved in advance and in writing by the contracting officer.

**INVOICES:** Quarterly invoices must be sent directly to: *State of Alaska, AMHS , ATTN: Marine Engineering Manager, 7037 N. Tongass Hwy., Ketchikan, AK 99901*. The State will pay all invoices within thirty (30) days of invoice approval by the AMHS Marine Engineering Manager. Questions concerning payment should be addressed to the AMHS Marine Engineering Manager.

**CONTINUING OBLIGATION OF CONTRACTOR:** Regardless of the terms and conditions of any third-party financing agreement, the contractor agrees that none of its responsibilities under this contract are transferable and that the contractor alone will continue to be solely responsible until the expiration date of the contract. Such responsibilities include, but are not

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limited to: security; monitoring for flooding, fire, & pilferage; hazmat incident response; the provision of equipment; and the provision of consumable supplies. By signature on the face page of this ITB the bidder acknowledges this requirement and indicates unconditional acceptance of this continuing obligation clause.

**CHANGE ORDER:** A written order by the State covering changes for less than \$10,000 to the contract, within its general scope, and establishing the basis of payment, if any, for the work affected. For changes to the contract that are greater than \$10,000, will be by written amendment.

**CONTRACT CANCELLATION:** The state reserves the right to cancel the contract at its convenience upon 30 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 provided before the effective date of termination.

**SITE INSPECTION:** AMHS shall visit the bidder's proposed facility that appears to be susceptible for award, prior to the Notice of Intent to Award being issued, to determine whether the proposed facility conforms to the Site Requirements stated under the Detailed Scope of Service, Item #1 – In-Water Berthing in this ITB and is thus responsive.

**GEOGRAPHIC LOCATION OF LAY-UP:** The Successful Contractor will be required to berth the vessel within the following geographic boundary in Washington State, within Puget Sound:

- ❖ *South of Meadow Point;*
- ❖ *East of Restoration Point;*
- ❖ *North of Alki Point; and,*
- ❖ *West of Interstate 5*

**METHOD OF AWARD:** Award will be made to the lowest responsive and responsible bidder. Award will be based upon the TOTAL BID PRICE submitted on the Bid Schedule.

## SPECIFICATIONS

### OVERVIEW

This solicitation is intended to satisfy the long-term vessel berthing in-water and properly moored to a floating pier or dock for AMHS vessel FVF Chenega during the specified period.

The FVF Chenega is currently located at the Foss Maritime Shipyard, Seattle, WA, through mid-September 2016 for a capital improvement project. The successful Contractor will be responsible for towing the FVF Chenega from its current location to its long term lay-up facility.

All Contract items will be discussed with the Contractor prior to arrival of the vessel. During the time that the vessel is at the berthing facility, all deficiencies or unusual situations will be presented to the State in a written Condition Found Report (CFR) that will be signed as acceptance by a Representative of the State. The CFR will address the condition and make a specific recommendation and be approved or denied by the State. Any work beyond the scope of the Contract will be performed only after receiving written approval in the form of a properly signed amendment from the State. All change orders will be directed by the AMHS Marine Engineering Manager or designee.

### Vessel Physical Specifications <http://www.dot.state.ak.us/amhs/fleet/chenega.shtml>

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Length Overall	235' (71.6 Meters)
Beam	60' (18.3 Meters)
Year Built	2005
Full Load Draft	8'-6" (2.59 Meters)
Displacement Lightship:	550 MT
Tons per inch Immersion (TPI)	10 TPI
Transverse Structural Frame Spacing	47-1/4" (1.2 Meters)
Vessel Type	Catamaran, High Speed Craft
Construction	Aluminum

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### General Scope of Work

During the first two (2) weeks of the lay-up, AMHS crew will remain onboard making preparations for the extended lay-up. This includes removing all food and provisions, covering exhaust stacks, draining all freezable liquids from machinery systems, closing sea valves, sealing all openings into living areas as airtight as possible, and performing other activities as noted below.

During the last two weeks (approximately) of the contract period, the Owner's crew members will be reporting onboard to start-up vessel systems in preparation for departure.

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During the remainder of the contract period, the ship will be unmanned.

The Contractor shall be responsible for providing safe and suitable berthing for the vessel during the entire lay-up period.

At all times during the contract period, responsibility for the vessel's safety, security and well-being shall be completely with the Contractor. The Contractor will take immediate, effective action in response to any hazard such as: hazmat incident response, fire, leakage, flooding, unsecured lines, etc. and notify Owner of the same at the first opportunity.

The Contractor shall provide security and monitoring for the vessel to prevent sinking, damage from fire, freeze-up, weather damage from storms and unauthorized access throughout the lay-up period and to prevent damage to the vessel. The Security and Monitoring Plan shall be submitted as part of this proposal for approval by AMHS.

The Contractor shall escort Owner authorized personnel to the vessel for inspection or other purposes. Inspections by the Owner's personnel will be on a monthly basis.

Prior to delivery of the vessel to the Contractor, AMHS and the Contractor shall meet and work collectively to establish any additional lay-up criteria, which will be memorialized by written amendment to this contract.

General vessel conditions during lay-up, which Contractor will ensure/maintain as stated in item 14 below:

- 1) All sea valves closed.
- 2) All watertight doors closed.
- 3) All fire screen doors between HVAC zones closed.
- 4) All other interior doors shall remain open.
- 5) Ventilation openings to weather areas will be closed and shrink-wrapped.
- 6) Windows covered.
- 7) Tank vents open.
- 8) Exterior access doors closed and locked.
- 9) Shore power connected.
- 10) Exterior lighting on.
- 11) Fire alarm system operational.
- 12) The ships fixed fire main system shall be drained and dry to prevent the pipes from freezing.
- 13) Bilge alarm system operational.
- 14) All above items with exception of 5, 6, and 9 will be left in the intended condition by the AMHS departing crew. Contractor will be responsible for closing off openings to weather areas, covering windows, and connecting shore power. Contractor will monitor condition of vessel and ensure above conditions are maintained.

## **Detailed Scope of Work**

### Scope Item No. 1 – Towing

Tow the FVF Chenega from its current location in Seattle to the long term lay-up facility chosen with this bid.

### Scope Item No. 2 – Joint Inspection

The Contractor will complete a joint inspection of the vessel prior to acceptance of the vessel's condition with the Owner's representative. The material condition of the outer decks, bridge, passenger areas, crew quarters, engine spaces, and car deck areas will be surveyed and written notes will be taken as to the condition of the vessel. The Contractor shall point out any areas or existing conditions that they should not be held accountable for.

This inspection will be performed after the layup preparations are complete. A copy of the written notes will be given to the AMHS Representative and one copy to the Contractor. Any damage to the vessel or its ancillary equipment and gear will be the responsibility of the Contractor.

### Scope Item No. 3 –In-Water Berthing

#### ***General***

The Contractor shall provide a per-foot / per day bid price for temporary storage of the vessel in-water moored to a floating dock.

The Contractor shall provide a detailed Long Term Berthing Plan (Plan) for locating the vessel in temporary storage for the duration of the contract. The Plan must be delivered to the AMHS Marine Engineering Manager within 30 days from award of the contract.

The Plan shall include the Contractor's site plan showing vessel storage location, access and movement plan.

On the day of vessel arrival, the Contractor will be responsible for organizing a fire safety meeting with the local Fire Chief responsible for emergency response to the vessel. The meeting with Contractor's personnel, Fire Chief, and the vessel Master is intended to discuss firefighting procedures and a familiarization tour of the vessel. A fire plan of the vessel will be made available to the Contractor for stowage on the gangway in a watertight tube or container.

The shipboard Marine Sanitation Device (MSD) system will be secured by the crew and drained with contractor assistance soon after the arrival. Contractor will be responsible for disposing of all waste removed from the vessel during this evolution process.

Two portable toilets (properly maintained) located at the dock or deck will need to be provided for crew members during the initial and final periods of the contract.

### ***Site Requirements***

The Contractor's facility shall provide the following site requirements:

- 1) Shore power – two (2) 440 VAC, 200 amp, 3-phase electrical power cables from shore power connections. Meters shall be installed at the electrical power supply to meter electrical usage for the vessel. The Contractor is required to maintain a minimum temperature of 50 degrees Fahrenheit in all spaces, so electrical usage will vary region to region.
- 2) Adequate firemain water lines (80-psi minimum, 125-psi maximum) to enable the vessel's fire system to be pressurized in the event of an emergency. One 2-1/2" uncharged hose connected to the ships shore connection is considered minimum for this item.
- 3) Lay-up site must be easily accessible to fire and emergency service personnel.
- 4) Site shall have safety and video camera monitoring to record and discourage unauthorized access to the vessel. AMHS must approve the video format used. All video recordings shall be retained at a minimum for 6 months.
- 5) Gangway for personnel to board/disembark vessel at port or starboard aft tie-up station. The gangway must be designed and arranged to not damage the vessel's aluminum deck and shall meet all state, local and federal safety requirements.
- 6) Three (3) parking spaces within 100 feet of the vessel.
- 7) One dumpster (120 cubic ft.) near the foot of the gangway during the first two weeks and last two weeks of the contract period. The dumpster shall be emptied as needed by the Contractor, for which the Contractor will invoice for each required tipping fee.
- 8) Crane service as requested by AMHS for loading parts/stores. This service should only be required during the first two weeks and last two weeks of the contract period. The crane offered must be capable of extending to the upper deck and capable of lifting at least 1,000 pounds (See Attachment Reference 1 for arrangements and deck heights). The AMHS Port Engineer, or designee, must issue a Change Order to approve use of the crane.
- 9) Access to vessel by AMHS designated representative with 24 hours prior notice.
- 10) Access to both starboard side forward and aft car doors serviceable by forklift (provided by others).

### ***In-Water Berthing***

Provide safe berthing at a floating dock. The term "floating dock" refers to a dock that is held in place laterally as by pilings, but rests on floats and is free to rise and fall with changes in the water level. The Contractor is responsible for the normal wear and tear to the dock and its fendering system. The Contractor shall provide rough calculations of floating dock securing arrangements that confirm the strength of the dock is sufficient for the *Chenega*. Calculations of worst-case scenario should assume 80-mph wind abeam. Dock dimensions, mooring and fendering arrangements (including sizes of mooring equipment), and supporting calculations must be submitted with the bid.

The AMHS will provide mooring lines for the duration of the lay-up period. The Contractor will mitigate any line chafing that may occur. Any mooring lines requiring replacement due to

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excessive line chafing through the contract period will be the responsibility of the Contractor. Line handling will be the responsibility of the Contractor.

The Contractor will also be responsible for:

- 1) Closing and shrink wrapping the ventilation openings to weather openings.
- 2) Covering all windows.

Scope Item #4 – Inspections

***General***

The Contractor shall conduct periodic inspections of the vessel condition during the lay-up period.

***Weekly Inspections***

- 1) Visual inspection of stack covers
- 2) Dehumidifier operation

***Additional In-Water Berthing Specific Inspections***

The Contractor shall conduct a daily inspection of the vessel and log the draft readings. On a weekly basis, an internal inspection of the ship shall be made. A complete sounding of all void and ballast tanks with a sounding tape shall be logged. Blank forms for the void and ballast tank soundings shall be supplied to the Contractor. There are 18 tanks to be sounded. Directions for taking the proper soundings will be provided by the vessel Chief Engineer prior to transferring responsibility to the Contractor.

**Emergency Contacts for the State**

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Cisco Flores	907-228-7285 (work)
Greg Jennings	907-228-7295 (work)

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*The Emergency cell phone numbers will be provided in the contract.*

**Attachment References**

1. *General Arrangement*, Nigel Gee and Associates, LTD., Drawing No. NG408-650-01-1, Issue 15, 26 March 2004.
2. Northern Lights 06125 Operators Manual

## BID SCHEDULE

The unit price for Bid Item No 1 shall include all costs as identified in this solicitation, with the exception of Bid Items 2, 3, and 4.

<u>Bid Item</u>	<u>Description</u>	<u>QTY/Unit</u>	<u>Unit Price</u>	<u>Extended Price</u>
No. 1	FVF Chenega Lay-up (bid price per day)	365 / Days	\$ _____	\$ _____
No. 2	Cost to relocate vessel to Lay-up facility	1 / Each	\$ _____	\$ _____
			<b>TOTAL BID PRICE</b>	\$ _____

No 3. Shore Power (Indicate Rate Used) \_\_\_\_\_ \$ \_\_\_\_\_  
 Rates: Per Kilowatt Hour (KWH) or Fixed Daily Rate (FDR)  
 (Site Requirement No. 1)

No 4. Crane Service 1 / Hour \$ \_\_\_\_\_  
 (Site Requirement No. 8)

*Bidders may be considered non-responsive if all four Bid Items are not provided.*

**Bidder Contact Information**

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

Contact: \_\_\_\_\_

Phone: \_\_\_\_\_

Toll Free: \_\_\_\_\_

Email: \_\_\_\_\_



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**Required Bid Documents:**

1. Completed and Signed Page #1.
2. Completed Bid Schedule Pages #16 - #17.
3. All applicable Mandatory Return Amendments.