INVITATION TO BID

INVITATION NUMBER

2017-1100-3567

RETURN THIS BID TO THE ISSUING OFFICE AT:



Department of Fish and Game Division of Administrative Services 1255 W 8th P.O. Box 115526 Juneau, Alaska 99811

THIS IS NOT AN ORDER

DATE ITB ISSUED: 10/21/2016

SEALED BIDS MUST BE SUBMITTED TO THE OFFICE FROM WHICH THEY WERE ISSUED AND MUST BE TIME AND DATE STAMPED BY THE PURCHASING SECTION PRIOR TO 1:30 PM ON 11/10/2016 AT WHICH TIME THEY WILL BE PUBLICLY OPENED. DELIVERY LOCATION: See Project Description.

DELIVERY DATE: See Project Description.

F.O.B. POINT: Juneau, Sitka OR Petersburg, AK

<u>IMPORTANT NOTICE</u>: 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 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** 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;
- (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) or (2) of this paragraph, the State may reject the bid, terminate the contract, or consider the contractor in default.

Dave Mitchell CONTRACTING OFFICER	COMPANY SUBMITTING BID	DOES YOUR BUSINESS QUALIFY FOR THE ALASKA BIDDER'S PREFERENCE? []YES []NO SEE ITB FOR EXPLANATION OF CRITERIA
	AUTHORIZED SIGNATURE	TO QUALIFY.
TELEPHONE NUMBER 907-465-4131 ph. 907-465-6181 fax Email: dave.mitchell@alaska.gov	PRINTED NAME	DOES YOUR BUSINESS QUALIFY FOR THE ALASKA VETERAN PREFERENCE? []YES []NO
	DATE	FEDERAL TAX ID NUMBER
	ALASKA BUSINESS LICENSE NUMBER	TELEPHONE NUMBER

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.

Bidders Address
Alaska Dept of Fish and Game Procurement Office
1255 W 8 th St
Juneau, AK 99801
ITB 2017-1100-3567 Opening Date 11/10/2016

ELECTRONIC BID SUBMISSION: Bids may be emailed to <u>dfg.contracting@alaska.gov</u>, 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) 465-6177 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.

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.

4. TERMINATION: The Project Director, by written notice and with concurrence of the Contracting Officer, may terminate this contract, in whole or in part, when it is in the best interest of the State. The State is liable only for payment in accordance with the payment provisions of this contract for services rendered before the effective date of termination.

5. NO ADDITIONAL WORK OR MATERIALS: No claim for additional services, not specifically provided in this contract, performed or furnished by the contractor, will be allowed, nor may the contractor do any work or furnish any material not covered by the contract unless the work or material is ordered in writing by the Procurement Officer.

6. RIGHT OF REJECTION: The State reserves the right to reject any bids that do not address all the requirements of this request. In addition, the State may reject all bids at any time if there has been improper or inadequate review, or when it is not in the best interest of the State to select a bid.

7. INDEMNIFICATION: The contractor will indemnify, hold harmless and defend the State, its officers, agents and employees from all liability, including costs and expenses, for all actions or claims resulting from injuries or damages sustained by any person or property arising directly or indirectly as a result of any error, omission or negligent act of the contractor, subcontractor or anyone directly or indirectly employed by them in the performance of this contract. All actions or claims including costs and expenses resulting from injuries or damages sustained by any person or property arising directly or indirectly from the contractor's performance of this contract which are caused by the joint negligence of the State and the contractor will be apportioned on a comparative fault basis. Any such joint negligence on the part of the State must be direct result of active involvement by the State.

8. INSURANCE REQUIREMENTS: The Contractor shall provide evidence of insurance with a carrier or carriers satisfactory to the Department covering injury to persons and/or property suffered by the State of Alaska or a third party, as a result of operations under this contract by the Contractor or by any subcontractor. This coverage will also provide protection against injuries to all employees of the Contractor and the employees of any subcontractor engaged in work under this contract. 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. Insurance carriers providing coverage shall have an acceptable financial rating.

The Contractor shall maintain in force at all times, during the performance of work under this contract, the following policies of insurance. Failure to maintain the specified insurance may, at the option of the contracting Officer, be deemed as unacceptable work and remedied under the Control of Work section. Where specific limits and coverages are shown, it is understood that they shall be the minimum acceptable. The requirements of this subsection shall not limit the Contractor's indemnity responsibility.

Workers' Compensation Insurance: Contractor shall provide and maintain, for all employees of the Contractor engaged in work under this contract, Workers' Compensation Insurance as required by AS 23.30.045. The Contractor shall be responsible for Workers' Compensation Insurance for any subcontractor who provides services under this contract, to include Employer's Liability Protection in the amount of \$300,000 each accident/\$300,000 each disease.

Longshoreman's and Harbor Worker's Compensation Insurance: The Contractor shall provide and maintain, for all employees of the Contractor engaged in work under this contract, Longshoremen, and Harbor Worker's Compensation Insurance. The Contractor shall be responsible for Longshoreman's and Harbor Worker's Compensation Insurance for any subcontractor who provides services under this contract.

Coverage required in section 1 and 2 shall be endorsed to include a waiver of subrogation against the State.

Jones Act or Maritime Insurance: The Contractor shall be responsible for providing \$300,000 of Maritime Insurance (maritime employer's liability and Jones Act) coverage for all crew (topside and over-the-side). The Contractor shall be responsible for Jones Act or Maritime Insurance for any subcontractor who provides services under this contract.

The State of Alaska shall be named as additional insured. This insurance shall be considered to be primary and non-contributory to any other insurance carried by the State through self insurance or otherwise.

Commercial General Liability Insurance: covering all business premises and operations by the contractor in the performance of services under this agreement with minimum coverage limits of \$300,000.00 combined single limit occurrence.

The State of Alaska shall be named as additional insured. This insurance shall be considered to be primary and non-contributory to any other insurance carried by the State through self insurance or otherwise.

Automobile Liability Insurance: Covering all vehicles used by the Contractor in the performance of services under this agreement with combined single limits not less than \$300,000 each occurrence.

In addition to providing the above coverage's the Contractor shall, in any contract or agreement with subcontractors performing work, require that all indemnities and waivers of subrogation it obtains, and that any stipulation to be named as an additional insured it obtains, also be extended to waive rights of subrogation against the State of Alaska and to add the State of Alaska as additional named indemnitee and as additional insured.

Evidence of insurance shall be furnished to the Department prior to the award of the contract. Such evidence, executed by the carrier's representative and issued to the Department, shall consist of a certificate of insurance or the policy declaration page with required endorsements attached thereto which denote the type, amount, class of operations covered, effective (and retroactive) dates, and dates of expiration. Acceptance by the Department of deficient evidence does not constitute a waiver of contract requirements.

When a certificate of insurance is furnished, it shall contain the following statement:

"This is to certify that the policies described herein comply with all aspects of the insurance requirements of ITB# 2017-1100-3567 for Vessel Charter Clarence Strait Longline Survey

PREFERENCES:

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 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)

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).

SPECIAL CONDITIONS:

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.

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

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.

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 for information on these licenses.

Website: https://www.commerce.alaska.gov/web/cbpl/ProfessionalLicensing.aspx

Phone: (907) 465-2550 Email: license@alaska.gov

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;
- (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 Contracting Officer one of the following numbers no later than 10 days prior to bid opening to make any necessary arrangements.

Telephone:	(907) 465-4131
Fax:	(907) 465-6181
TDD:	(907) 465-3646

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 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.

ITB 2017-1011-3567

PROJECT SPECIFIC TERMS AND SCOPE OF DUTIES:

PURPOSE: To estimate the relative abundance sablefish in the Southern Southeast Inside (SSEI) management area (Clarence Strait and Dixon Entrance) for stock assessment purposes). The survey encompasses a total of 29 sets. Two vessels will be chartered to simultaneously the longline survey. There is a northern (15 stations) and a southern (14 stations) portion of the survey available (Figure 1). Interested parties may bid on either the northern or southern survey portion at the end of this document. A vessel may not conduct more than one portion of the survey.

CONTRACT PERIOD: From date of award through December 31, 2018 with option to renew for Three (3) additional one (1) year periods. Renewals shall be exercised solely by the State.

LENGTH OF CHARTER: The charter will cover between the approximate period of May 16, 2017 and May 24, 2017. The proposed schedule for the charter is as follows: May 16th and 17th, the vessel crew will be expected to load fishing gear and get fuel, ice and groceries. May 18th the vessel be prepared to depart Ketchikan or Petersburg by 8:00 am and transit to the fishing grounds. The vessel will fish two or three sets a day on May 19th, 20th, and 21st. On May 21st the vessel will run to the processor. Fish will be offloaded at the processor on May 22nd and the vessel will depart the evening of May 22nd to return to the fishing grounds and continue the survey. The vessel will fish two or three sets a day on May 23rd and 24th and run to port on May 24th. The second offload of fish will occur May 25th. May 26th and 27th the vessel is expected to overhaul the fishing gear, and place gear in storage or ship to designated ADFG port. The vessel must be exclusively available to the department for approximately 12 days from the start of the charter. However, additional days may be required due to weather, unforeseen problems or in the event the department requires the contractor to make additional sets. Up to four days delay for weather will be included as part of the charter bid, however, weather delays beyond four days will be compensated per day to the bidder at 1/22nd the charter rate. Charter period for additional years will be determined at renewal of contract.

ESTIMATED USE: The dates and length of time referenced in this ITB are the state's estimated requirements. The state does not guarantee a minimum or maximum number of contract days. However, for the purpose of bid evaluation the state will assume the use of 12 contract days.

DUTIES OF CHARTER: The survey encompasses a total of 29 sets. Additional sets may be required at the department's discretion. The northern survey portion includes 15 sets, and the southern survey portion includes 14 sets (Figure 1). Each portion will be bid separately and the lowest bidder for each survey portion will be selected. Selected vessels may complete their assigned sets at their discretion (i.e. in accordance with port of departure, weather, and mid-trip delivery to the processor). Fish will need to be delivered mid-trip and at the end of the survey. Vessels will need to run to the port of processing for delivery of the fish (unless the processor sends out a tender). The vessel and crew must be capable of baiting, setting and retrieving three longline sets (1,125 hooks per set) per day. Skates must be baited and ready to fish by 6:30 A.M. daily. Bait must be fresh cut squid and not be thawed more than 24 hours prior to use. Squid must be cut into 2" sections after the head and tentacles are discarded. Locations of sets will be specified by the scientific personnel onboard and must be adhered to. Each set must soak a minimum of 3 hours and no more than 11 hours. The captain must have the ability to set gear with precision at pre-determined sites. Fish not required for sale must be carefully released at the roller to minimize potential mortality. Vessel crew may be requested to assist the scientific staff in sampling. Fish sampled for biological information will be dressed by department staff and iced by the vessel crew according to industry standards and sold by the department to offset charter costs. All other fish retained during the survey will be iced by the vessel crew according to industry standards and sold by the department to offset charter costs. The state will have a contract with a processor in place for the purchase of the survey fish. Permit holders are allowed to retain and sell legal halibut in accordance with commercial halibut regulations.

LOCATION OF CHARTER: The charter will commence from the Ketchikan and/or Petersburg and terminate in Ketchikan and/or Petersburg. ADF&G will select the processor for off-loading based on the lowest competitive bid.

CONTRACT PRICE ADJUSTMENT: Contract prices are to remain firm through December 31, 2017. If the contract is renewed by the State, prices may be adjusted at contract renewal time. Adjustments, if requested by the Contractor by November 30 each year, may be made in accordance with the percentage change in the U.S. Department of Labor

Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), All Items, Anchorage Area for of each contract term. The percentage difference between the CPI for the first half of 2016 (214.522) and the CPI issued for each year thereafter will determine the maximum allowable adjustment over the original price.

FUEL ALLOWANCE: Due to the volatility of the fuel market, the State will accept an invoice from the contractor for the difference in the price of fuel at the time of this bid of \$2.50 per gallon and the actual cost of fuel used in this charter. The contractor shall submit copies of fuel receipts showing the price paid and the quantity of fuel purchased.

CREW PAYMENT: Contractor shall be responsible for payment of wages, direct cost of employment and fringe benefits, if any, to the vessel crew-members. The State will be responsible for payment of wages for state employees on the vessel, bait, longline gear, and for the daily charter rate. The State will not reimburse the contractor for crew wages in addition to the charter rate.

DELAYS OR INTERRUPTIONS OF OPERATIONS: For each hour of contract time lost, for any reason other than weather or an act directly attributable to ADF&G personnel aboard the vessel, the State will on each occasion, be entitled to deduct from the total contract payment, an amount equal to the prorated hourly contract rate for each of the hours lost (daily contract rate/22).

In the case of vessel breakdowns, the State representative in charge, and the Vessel Captain will document the time of the last contract activity performed (last gear hauled, etc) and the time the next contractual activity commences. No compensation will be allowed for any activities during this breakdown period. This includes travel time to or from port (if necessary), repair time, re -provisioning and/or other activities necessary by either the contractor or the State to resume the charter. If the delay is more than 24 hours and State personnel remain on board the vessel, the State will pay the Contractor \$50.00 per day, for each State employee, as reimbursement for room and board.

TERMINATION OF CONTRACT: The state will have the sole discretion to cancel any contract that results from this ITB after the charter has commenced, if it is determined that the vessel does not comply with the terms specified in this ITB.

The state may, without fault or liability, terminate the contract if the condition of the vessel or essential equipment on the vessel remains such that it cannot be used or repaired within 24 hours, or

- lack of funds for the contract project, or
- insubordination and/or lack of cooperation by the vessel captain or the vessel crewmembers,
- Alcohol, illicit drug use, or harassment. The vessel shall provide a working environment that is free from intimidation and harassment,
- Or failure of the vessel, the vessel captain, or the vessel crewmembers to report at the time and location specified in this ITB to begin or continue the contract.

In the event of early termination of the contract the vessel will be conveyed to the owner under the following conditions: state-owned gear will be returned and taken to a location that is mutually agreed upon by the state and the vessel owner; charges for gear storage if any will be paid by the state; the state will not assume any liability for transporting the vessel captain or the vessel crewmembers to their home port; contract payments will cease on the hour and date the vessel is unable to continue normal operations.

CAPTAIN AND CREW ABOARD THE VESSEL: This contract requires a vessel captain and a minimum of three (3) crewmembers, who must be at least 16 years of age prior to the first day of charter.

STATE PERSONNEL ABOARD THE VESSEL: During this contract period the state may have two (2) state employees aboard the vessel for the entire contract.

PERFORMANCE REQUIREMENTS OF THE VESSEL CAPTAIN: General navigation and operation of the vessel. The vessel, its captain and crew will be required to provide these services and accommodations:

The captain aboard the vessel, either underway or at anchor, shall have sole responsibility for the general navigation of the vessel, crew supervision, and control of said vessel. The decision of the captain shall be final in matters pertaining to proper navigation and safety of the vessel, crew and fishing gear.

The vessel captain will obey all orders given by state employees regarding the state's research activities, provided, those orders do not endanger the vessel or the people aboard the vessel.

The vessel captain will obey all USCG, state and other applicable regulations, rules and statues pertaining to the safe and legal operation of the vessel, while under contract to the state.

In addition to operating the vessel and assisting the biologist(s) in accordance with the terms and conditions of this ITB, vessel personnel are required to perform cooking and cleaning duties. Three meals will be prepared and served daily and additional food will be made available throughout the day. Meal times will be coordinated with ADF&G staff.

Loading and unloading of supplies will be the responsibility of the contractor with assistance from available ADF&G staff. The department will make the bait available to the vessel at the port of departure. The vessel is responsible for the bait once it arrives in their port. The processor purchasing the fish is responsible for supplying ice to the vessel at the port of departure.

Department staff will conduct a vessel safety checklist that includes recording that all safety gear on the vessel is current (i.e. not expired) prior to departure even if the vessel has undergone USCG inspection in the past 12 months. The skipper will be provided a copy of this list in advance of the charter.

As part of this checklist, the Captain must provide a safety orientation briefing to all vessel crew and department staff prior to embarking from home port. Both the crew and department staff must have general instructions on the following:

- 1. Location/operation of lifesaving and emergency equipment (life rings, life rafts, immersion/survival suits, activating the general alarm).
- 2. Operation of assigned equipment.
- 3. Instructions for making a distress call.
- 4. What to do in the event of a person overboard
- 5. What to do in the event of a fire.
- 6. What to do in the event of flooding.
- 7. What to do in the event of an abandon ship order.

The contractor/captain shall hold the State harmless from any liability caused by the loss of the vessel or damage caused to the vessel or arising out of operation of the vessel or actions by the crew.

STATE'S RIGHTS REGARDING VESSEL CAPTAIN AND VESSEL CREW MEMBER'S EMPLOYMENT AND CONDUCT:

The state will have the right to require replacement of any vessel crew member and to require the vessel captain to employ such personnel as the state may deem best.

If the vessel operates shorthanded, due to the replacement or illness of vessel crewmember for a period in excess of twenty-four hours, the State will deduct from the charter rate for that period of time in an amount equal to the missing crewman's wages and related direct cost of employment (i.e., social security tax, unemployment insurance, etc. The contractor will be responsible for payment of wages, direct cost of employment and will be responsible for all vessel crewmembers.

Regardless of the conditions which prompt the replacement, the total cost of replacing a vessel crewmember aboard the vessel will be solely the contractor's/captain's expense.

There will be a **zero tolerance** policy in regards to consumption of alcohol or controlled substances aboard the contract vessel during the contract period, including days at sea and anchor days, as well as when the vessel is at the dock during loading and offloading. Consumption of alcohol or controlled substances aboard the vessel during the contract period will result in termination of the contract. Consumption of alcohol rules applies equally to ADF&G staff, the vessel captain, and the vessel crew members.

VESSEL REQUIREMENTS: The vessel must be mechanically dependable, capable of operating in weather common to Clarence Strait and Dixon Entrance, and meet the following minimum requirements to be considered responsive:

- A. Length of not less than 50 feet, with sleeping accommodations sufficient for (6) six: two (2) Fish and Game employees in addition to the vessel captain and (3) three crewmembers.
- B. Minimum cruising speed of 8 knots.
- C. A stove, oven, sink, galley table, and all materials and equipment necessary for daily meal preparation, cooking and cleanup.
- D. A private marine head.
- E. The deck of the vessel must have at least a 40 square foot sheltered area (i.e. bait shed) available for state staff to sample fish.
- F. USCG approved first aid kit, fire-fighting equipment appropriate for the vessel size and type, and life rafts(s) or SOLAS large enough to accommodate all persons aboard. This includes the department staff, the vessel captain, and the vessel crewmember. This is required as minimum safety equipment.
- G. Survival suits are required for the vessel crew. Department personnel will provide their own survival suits.
- H. Color video sounder capable of detailed resolution to 450 fathoms.
- I. Water temperature gauge/water capacity: minimum of 100 gallons of fresh water.
- J. GPS.
- K. Operational radar with a minimum range of 24 miles.
- L. The vessel's main engine can be either diesel powered or gasoline powered.
- M. Ability to ice and store fish on board. If the vessel intends to utilize slush ice or an RSW system for holding round sablefish, the vessel must have means (separate fish hold or tote on deck) to ice up to 1,300 pounds of dressed sablefish and 2,000 pounds of round rockfish.
- N. The vessel must carry a fully operational pump capable of pumping out the fish hold in 15 25 minutes.
- O. Marine VHF radio (must have current FCC Station License if applicable) and cell phone capable of reaching Ketchikan or Petersburg. Sideband radio and satellite phones are not required but may be useful.
- P. Minimum fish hold capacity of five (5) tons, with room to haul ice.

CREW REQUIREMENTS: The contractor agrees to employ a crew sufficient to conduct the fishing activities. The captain of the vessel must have at least five (5) years of experience as a skipper operating a longline fishing vessel in Alaskan waters and competency in the operation of modern navigational equipment. Captain must have a minimum of three (3) years experience, as a captain, in the type and size vessel specified for this contract. The successful bidder must be able to document this experience through logbooks, fish tickets or other qualifying documentation. Three crew members must be provided in addition to the vessel captain. At least two crewmembers are required to have three (3) years experience longlining and should be capable of all duties normally required in a longline fishing operation using conventional gear. This includes overhauling the gear after each set, baiting with fresh bait daily, setting and retrieving the required amount of gear each day, and preparing and serving meals for the vessel crew and department staff. The remaining crewmember must be capable of all of these tasks, but three years minimum experience is not required. The vessel crew is responsible for offloading of the fish at the processor or tender. Fish must be delivered according to the highest industry standard as specified by the processor and requested by the state. The vessel owner is responsible for payment of all vessel crew salaries.

CONSUMABLES TO BE PROVIDED BY THE CONTRACTOR AND INCLUDED IN THE PER DAY CONTRACT PRICE: Prior to the beginning of trip, the owner must deliver the vessel, ready for charter to the state with all fuel tanks full and all necessary lubricants, oils, greases and filters on board at the owner's expense. The owner must supply all fuel, lubricants, oils, greases and filters during the contract period.

The contractor will be required to provide all materials, parts and consumables required to operate the vessel and maintain the vessel in good working order.

The contractor shall provide sufficient food for three meals per day for vessel crew and ADF&G personnel.

FISHING GEAR REQUIREMENTS: The department will supply the longline skates, 13/0 Mustad circle hooks, 7-lb.

lead skate weights, beckets, gangions, tubs, and 100-200 g *Illex spp*. squid bait. The vessel crew will put new hooks on all gear at the beginning of the survey. The hooks will be "front thread". Distorted, worn or broken hooks, gangions and beckets must be replaced after each set. The vessel must supply mud anchors (at least 45 lbs), 150 fm of running line for each end, buoy line and marked buoys and flags for fishing three sets simultaneously. The vessel will remove the hooks at the completion of the survey, rinse all gear, rebuild all gear to its original condition, cull out short or questionable skates and coil the skates to the department's specifications. Before the survey begins the vessel will retrieve the state's survey gear from a designated storage or shipping area and return all state gear to an agreed upon area at the completion of the survey. The vessel must have a small skiff with oars or kicker in case access to the beach or dock is required.

MISCELLANEOUS PROVISIONS: The state may, at its own expense and only for the term of the contract, install and retain, in the vessel, equipment necessary to accomplish its work. The state will remove this equipment at the termination of the contract period without damage to the vessel, or pay for any damages caused by said installation.

Bidders must complete the attached vessel information sheet to be considered responsive.

All fish caught during the period of this charter will become the property of the State. The contractor will be responsible for delivery of fish to buyers when the vessel returns to port.

Contractor and/or skipper must provide three references concerning past charter and fishing experience. References must be attached with bid to be responsive.

Vessel crew are allowed to retain and sell legal halibut if they have halibut IFQ in IPHC Area 2C. In the event that the tender used during the mid-trip offload is not authorized to make IFQ landings, the halibut will be sold when the vessel returns to port.

SHORE EXCURSIONS: Shore excursions are not prohibited under state contract, but such activities fall outside the mandates of the contracted work. The vessel is responsible for safety of all concerned during such activities and may not fully be protected by insurance policies during non-contracted activities. It is required that float plans be completed before making shore excursions, that all participants wear approved flotation devices, skiffs be stocked with a boat kit (emergency oars, bailer, line, etc.) and that the group carry a shore kit (hand held VHF radio, first aid kit, etc.)

VESSEL INSPECTION: The vessel will be subject to an inspection (Commercial Fishing Vessel Safety Exam) by the United States Coast Guard (USCG) and ADF&G. The USCG inspection will not be required if the vessel has passed a USCG Commercial Fishing Vessel Safety Exam within the last twelve months. The vessel must comply with the Federal Requirements for Commercial Fishing Industry Vessels. A copy of the servicing/re-inspection certificate for all life rafts on the vessel must be provided at the time of inspection.

The bidder must, upon five (5) days notice, make vessel available for inspection by ADF&G at Sitka, Juneau or Petersburg.

By the date set for the vessel inspection, all of the equipment called for in this ITB must be installed and functional. The successful bidder must pay the cost of all the equipment and of any vessel alterations needed to meet the requirements of this ITB.

If, at the time of inspection, a vessel fails to meet the ITB requirements the state may consider the offer nonresponsive and reject the bid or terminate the contract.

SEAWORTHINESS: Inspection of the vessel is not intended to convey acceptance by the state nor should it be considered conclusive evidence that the state believes the vessel is seaworthy. If during the department's inspection or at any time during the subsequent term of the contract, conditions are noted that might affect the safety or seaworthiness of the vessel, the state will arrange for further inspection by a person with the appropriate credentials to determine if the condition of the vessel is acceptable.

METHOD OF AWARD: This solicitation will result in the award of two contracts. One contract will be awarded for Southern Clarence Strait and Dixon Entrance and one contract will be awarded for Northern Clarence Strait and

Dixon Entrance. Award will be made to the lowest responsive and responsible bidder for each area. If the same bidder is the low bid for both area's they will be required to choose the area that they wish to fish, the other contract will then be awarded to the next lowest bidder.

VESSEL CAPTAIN

In the space provided below, the bidder must enter the name of the person who will serve as captain of the vessel. That person must meet the requirements listed under "Crew Requirements" above.

If during the term of the contract, a different person is retained as captain, their name must be submitted to the contracting officer prior to the time the person begins working as vessel captain. They will be subject to the same crew requirements for captain as the original captain. The contracting officer must accept and authorize the change in captains. The contractor's failure to follow this procedure may cause the state to terminate the contract.

On the line below, print the name of the person who will serve as captain.

VESSEL CAPTAIN

VESSEL CAPTAIN AND VESSEL CREWMEMBERS EXPERIENCE INFORMATION: Bidder must complete the vessel captain and vessel crewmembers information form below. A bidder's failure to complete the vessel captain and vessel crewmembers information form may cause the state to reject the bid as non-responsive.

CAPTAIN'S EXPERIENCE REQUIREMENTS:

- 1. Captain must have a minimum of five (5) years of longlining experience. (_____years).
- 2. Captain must have a minimum of five (5) years experience in Alaskan waters. (______years).

3. Captain must have a minimum of three (3) years experience, as a captain, in the type and size vessel specified for this contract. (______years).

IDENTIFY THE RATING HELD BY THE VESSEL CAPTAIN NAMED ABOVE.

[] Operator of Un-inspected Passenger Vessel/Size Passenger

[] Inland	[] Near Coasta	al
[] Master, 25 Ton Vessel	[]Master, 50 T	on Vessel
[]Inland [] Near Coastal	[]Inland	[] Near Coastal
[] Master, 100 Ton Vessel	[] Master, 150) Ton Vessel
[] Inland []Near Coastal	[] Inland	[]Near Coastal
[] Master, 200 Ton Vessel	[] Master, 500) Ton Vessel
[] Inland [] Near Coastal	[] Inland	[] Near Coastal

CREWMEMBER EXPERIENCE REQUIREMENTS:

By July 15 of each contract year the bidder must provide the name, age, and amount of experience (years fished) of the crewmember they will employ for this project. This information is to be provided to the Project Manager.

VESSEL INFORMATION FORM:

Bidders must complete the v information form may cause		orm below. A bidder's failure t the bid as nonresponsive.	o complete the vessel	
VESSEL NAME	VESSEL TYPEYEAR BUILT			
VESSEL ADF&G #		VESSEL CALL SIGN, NUMBERS, RADIO FREQUENCIES		
Vessel cell phone number:	Sa	atellite Phone number:	email:	
CRUISING SPEED (Knots)		RANGE (Nautical Miles)		
DIMENSIONS:				
Keel Length Ov	erall Length	Beam	Draft	
Clear Deck Space	(sq. ft. or dim)	Hold Capacity		
Fish Storage Capacity (tons) (Y/N)	Re	frigerated Seawater (Y/N)	Slush Ice (Y/N)	Ice Only
Sheltered Deck Space	(sq. ft. o	or dim.)		
MECHANICAL:				
Engine(s) Main: (Make & Hor	sepower)			
Auxiliary Power: (Make/Horse	epower)	used for		
Electrical Generator (size kw)		Fuel Type		
Fuel Capacity (gal)	Number of Pump	s on board	Estimated Time to Pump Fish Hold	
Frozen Bait Storage Capacity_	Refrigerated	(Y or N)		
Type of Fishing Gear:				_
OTHER FACILITIES:				
Fresh Water Supply	(gal.)	Galley Setting	(# persons)	
Washroom? (Y/N) Show	wer (Y/N)	Number of Bunks		
Personal Storage?	She	ltered Head? (Y/N)		
Fathometer, (indicated or rec	ording)?	Depth Range		
Radio Transceiver (watts)				
Radar (range in nautical miles	;)	Adjustable Range Marks	? (Y/N)	
GPS	DGPS			

HAS THE VESSEL BEEN INSPECTED BY THE USCG IN THE LAST 12 MONTHS? []YES []NO

If yes, please furnish a copy of the USCG "Commercial Vessel Safety Examination" letter with your bid.

SURVIVAL EQUIPMENT: The State requires that the life rafts carried aboard the vessel be USCG approved. The rated capacity of the life rafts must be adequate to accommodate all of the people aboard the vessel, this includes the State biological crew, the vessel Captain and vessel crewmembers.

Bidders must provide life rafts to accommodate all of the people aboard the vessel. Indicate the brand, capacity and USCG approval number for the life raft you will carry aboard the vessel.

RAFT BRAND	CAPACITY	USCG APPROVAL NUMBER	
EXAMPLE: Beaufort	8	53789T	
A			-
В			-
C			-
D			_

Bidders must provide at least enough survival suits for all vessel crew aboard. ADF&G staff will provide their own suits. Indicate the brand and model of survival suits you carry aboard the vessel.

SURV	VIVAL SUIT BRAND AND MODEL	NUMBER OF SUITS
Α.		
В.		
2.		
C		

Failure to specify survival suits and USCG approved life rafts to accommodate all those on board will cause the State to declare the bidder nonresponsive and to reject the bid.

Is all the equipment called for in this ITB installed and functional on the date of the bid opening?

[]YES []NO

If "NO", indicate exceptions which will be corrected prior to the date set for the inspection by the State:

BIDDERS NOTE: All of the equipment called for in this ITB must be installed and functional at the time of the vessel inspection.

Invitation to Bid # 2017-1100-3567 Bid Schedule

OPTION 1:

SOUTHERN CLARENCE STRAIT AND DIXON ENTRANCE

\$_____TOTAL BID PRICE.

OPTION 2:

NORTHERN CLARENCE STRAIT AND DIXON ENTRANCE

\$_____TOTAL BID PRICE.

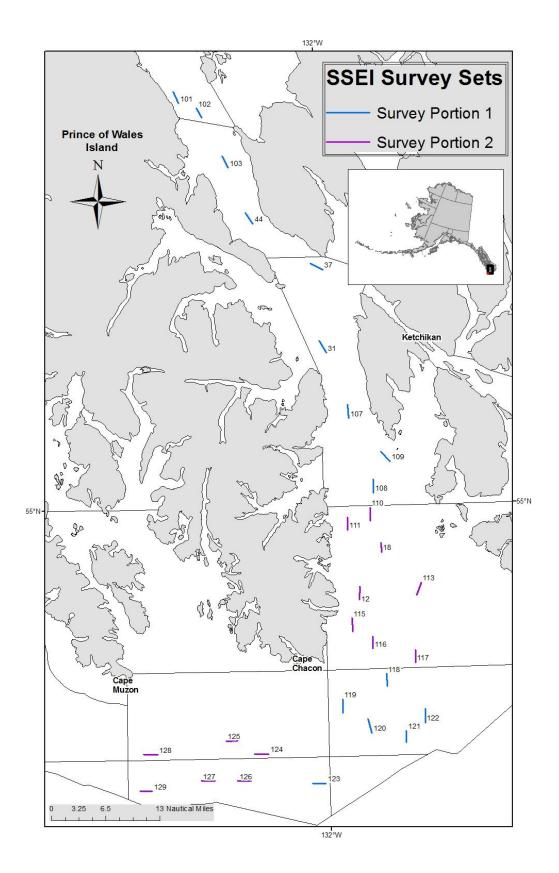
ORDERING ADDRESS:

Contact:		
Phone:		

Fax: _____

Bids must be for the entire charter and should include all costs associated with the charter including fuel, food, gear preparation, run time, and weather days. The state will supply hooks, gangions, skates of gear, lead weights and bait.

METHOD OF AWARD: This solicitation will result in the award of three contracts. One contract will be awarded for each of the survey stations. Award will be made to the lowest responsive and responsible bidder for each area. If the same bidder is the low bid for more than one area they will be required to choose which area that they wish to fish, the other contracts will then be awarded to the next lowest bidders.



Sablefish Longline Survey Sets in Clarence Strait and Dixon Entrance for the 2017 Survey. The northern survey portion includes the 15 sets colored in blue, and the southern survey portion includes the 14 sets colored in purple.