

STATE OF ALASKA ITB # 2018-1200-3853  
Provide Maintenance Services for PV Stimson

**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.

<p>Bidder's Return Address</p> <p>Department of Public Safety Division of Administration, Procurement/Supply Section 4805 Dr. Martin Luther King Jr. Ave Anchorage, AK 99508</p> <p><b>Attn: Christine Mash</b> <b>ITB No.: 2018-1200-3853</b> <b>Opening Date: December 6, 2017 @ 1:30 p.m.</b></p>
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**ELECTRONIC BID SUBMISSION:** Bids may be emailed to [christine.mash@alaska.gov](mailto:christine.mash@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) 269-6635 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.

**FAX BID SUBMISSION: No Fax BIDS are permitted.**

**Definition**

**"OWNER"** MEANS THE STATE OF ALASKA, DEPARTMENT OF PUBLIC SAFETY

**"OWNER REPRESENTATIVE":** THE OWNER REPRESENTATIVE IS CAPTAIN STEVE HALL, OR HIS DESIGNATED REPRESENTATIVE.

**Questions Prior to Deadline for Receipt of ITB:** All questions must be in writing and directed to the procurement officer. The interested party must confirm telephone conversations in writing.

Two types of questions generally arise. One may be answered by directing the questioner to a specific section of the ITB. These questions may be answered over the telephone. Other questions may be more complex and may require a written amendment to the ITB. The procurement officer will make that decision.

**PROCUREMENT OFFICER: CHRISTINE MASH;** EMAIL: [christine.mash@alaska.gov](mailto:christine.mash@alaska.gov); PHONE: (907)269-6635.

**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.

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**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.

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**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 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.

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**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.

**\*\*Offerors Are Not Required To Return The Body Of This Form. However, they are required to sign and return the front page, the bid schedule, and any supporting documentation as specified. \*\***

**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](mailto: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 Department of Public Safety at one of the following numbers no later than November 21, 2017 to make any necessary arrangements.

Telephone: 907-269-6635  
E-Mail: christine.mash@alaska.gov

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

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

**PREFERENCE QUALIFICATION:** In order to qualify for an 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

**CONTRACT INTENT:** This Invitation to Bid (ITB) is intended to result in a contract to enter a shipyard environment and dry-dock belonging to or leased by the Contractor for maintenance work on the Department of Public Safety Patrol Vessel Stimson. The PV Stimson is home-based in Kodiak, Alaska.

The Bidder is to enter an itemized price for each Task/Subtask of this ITB in the appropriate space provided in the **Bid Schedule, page 18 thru 20** of the ITB main document. Bidders are

also instructed to fill in the space for the extended price for each Task, the Redelivery/Tax fee, if applicable, the Inter Port Differential Cost, and the Grand Total. This requirement is an attempt to eliminate "hidden costs" for the benefit of both parties.

The Bidder shall carefully review the scope of work and requirements for this project described in the technical specification. The Bidder shall allow for the need to double shift the shipyard crew and possibly work through weekends to complete this work on time.

It is expected that the Bidder will include in the Bid Schedule any State taxes that may apply to this shipyard project. (There are no State taxes applicable in Alaska.) Any taxes would be based on the tax percentage requirement compared to the total of the bid cost to meet the Tasks of these specifications as written and clarified.

If there is a state tax that applies and the Contractor chooses to re-deliver the vessel in International waters to forego taxation, it is expected that the Bidder will include the cost of the re-delivery fee in lieu of the taxes.

If there are no taxes or re-delivery fees, it is expected that the Bidder will not apply any costs for this item in the bid.

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

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

**CONTRACT ADMINISTRATION:** The administration of this contract is the responsibility of the Procurement Officer, Department of Public Safety. Division of Administration, Supply Section, 4805 Dr. Martin Luther King Jr Avenue, Anchorage, Alaska, 99507.

**SHIPPING DAMAGE:** The state will not accept or pay for damaged goods. The Contractor must file all claims against the carrier(s) for damages incurred to items in transit from the point of origin to the ultimate destination. The state will provide the Contractor with written notice when damaged goods are received. The state will deduct the cost of the damaged goods from the

invoice prior to payment. The Contractor must file all claims against the carrier(s) for reimbursement of the loss.

**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 Jones Act requirements. The policy must waive subrogation against the state.

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

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

Ship Repairers' Legal Liability: The Contractor shall maintain Ship Repairers' Legal Liability with a limit of \$10,000,000. The State may request the Contractor to obtain additional coverage up to the value of the State's property while in the care, custody, and control of the Contractor. This



additional coverage shall be purchased by the Contractor and directly billed to the State with no mark up, if not already owned by the Contractor.

**A. Insurance:**

Shipyard shall, at its expense including the expense of premiums, deductibles and all other policy related charges, procure and maintain the following insurances for the duration of the work and until redelivery of the Vessel to Customer:

1. Ship repairers legal liability insurance, with limits of at least \$10,000,000 per occurrence;
2. Marine/commercial general liability insurance, including contractual liability coverage upon a standard ISO format, with any watercraft exclusion deleted throughout such policy and limits of at least \$10,000,000 per occurrence; and
3. Workers compensation and employers liability Insurance upon its employees and the employees of its subcontractors, suppliers and vendors involved with the work and/or Vessel, with coverage under applicable state acts and the Longshore Act.

**B. Conditions:** The following conditions shall be applicable:

1. Shipyard's policy of general liability insurance shall name Customer as an additional insured to the extent of the liabilities and indemnity obligations assumed by shipyard in this agreement, and in particular to effectuate the allocation for action-over claims set forth in section D, below.
2. All insurances required of Shipyard above shall provide waiver of subrogation to Customer and be endorsed to be primary and non-contributory as to any insurance of Customer and/or the Vessel.
3. Shipyard shall provide Customer with certificates of insurance evidencing the insurances and conditions required above upon execution of this agreement and from time to time thereafter during the course of work as may be requested by Customer.
4. Customer shall be given at least thirty (30) day advance written notice before any non-renewal, cancellation, change in limits or other material change in any of the foregoing policies.

**C. Failure of Insurance:**

In the event Shipyard fails to procure or maintain any insurance as required, a required insurance fails for any reason (Including without limitation breach of policy condition or warranty), and/or an insurer otherwise refuses or is unable to pay, Shipyard shall be deemed an insurer or self-insurer with respect thereto, shall accept and pay all claims which would have otherwise been submitted, and shall indemnify and hold harmless Customer of and from (including legal fees and costs of litigation) any loss, damage, expense, claim, liability and/or suit resulting from such failure.

**D. LIABILITY AND INDEMNITY**

a. **Allocation of Liability:** Shipyard shall be liable for the following at all times hereunder, through redelivery of the Vessel to Customer and until the Vessel has departed Shipyard's facility:

- (1). the protection, security and safekeeping of the Vessel and all parts, equipment, materials and fabrications relating to the Vessel and/or work hereunder; and
- (2). any loss, damage, expense, claim, liability, fine, penalty and/or suit of any type or nature whatsoever arising from or relating to the Vessel and/or work hereunder, specifically including without limitation the bodily injury, illness and death claims of any employee of Shipyard or any of its subcontractors, suppliers, vendors, invitees and guests.

b. **Indemnification:** Shipyard agrees to indemnify and hold harmless Customer of and from (including legal fees and costs of litigation) the liabilities assumed by Shipyard in subsection D(a) above; in furtherance of the foregoing indemnity, Shipyard shall waive any immunity from suit and/or exclusivity of remedy afforded under any workers compensation act or similar law.

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

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

provision is a condition precedent to the right of Contractor to commence work on a vessel and the performance of the State's obligations to Contractor as provided under this contract. The failure to maintain the insurance coverage required by this paragraph during the contract shall be deemed a material breach of the contract.

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

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

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

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

To qualify for award of a contract, the bidder must add value in the contract by actually performing, controlling, managing, or supervising the services to be provided, or be in the business of selling and have actually sold on a regular basis the supplies that are the subject of this solicitation. If a bidder leases services or supplies or acts a broker or agent in providing the services or supplies in order to meet these requirements, the procurement officer may not accept the bidder as a qualified bidder under AS 36.30.

The state reserves the right to refrain from making an award if it determines that to be in its best interest.

**CONTRACT PERIOD:** For the purpose of this specification, the Contract period shall be considered to start on the date the vessel arrives at the Contractor's facility until the vessel is re-delivered to the Owner.

The vessel is available to depart the town of Kodiak Alaska (8) days prior to the day of arrival. The arrival date of the vessel will be negotiated based on the availability of the shipyard between the dates of **April 1, 2018 and May 31, 2018**. The arrival date at the Contractor's facility

depends on the location of the facility, and weather encountered en-route. The Contractor's work plan and schedule of activity must be coordinated in advance with the Owner's Representative.

The re-delivery date will be 30 days after the first full day the vessel is at the shipyard facility. The Contractor shall be held liable for re-delivery of the vessel on a fixed re-delivery date established at the pre-shipyard meeting. For each day the vessel is not re-delivered back to the State after the date established above, the Contractor shall be assessed a \$2,155 per calendar day penalty for the first 5 days and \$4,325 each day of delayed thereafter. However, if events occur that are unrelated to Change Orders, such as weather caused delays, the re-delivery date may be changed upon mutual agreement between the Owner's Representative and the Contractor.

The Bidder shall review all the Task Specifications for this shipyard project. The Bidder shall allow for the need to double shift the shipyard crew and possibly work through weekends to complete this work on time.

**RE-DELIVERY:** Re-delivery of the vessel is to be no more than thirty (30) days from the official arrival at the Contractor's facility.

If during the shipyard period a required Change Order or additional order causes the re-delivery date of the vessel to change, the Contractor shall justify the delay by notifying the Owner in writing using a Change Order. The correspondence shall state the Change Order cause, effect and the new delivery date of the vessel. The Change Order must be approved by the Director's Office prior to commencement of any work.

Where State law requires, bidders shall include the cost of re-delivery fees in International waters. Where re-delivery to International water is unavailable and a State tax for the shipyard must be imposed, the bidder will provide the tax rate based on the summary of the items listed in the Bid Schedule.

If there is a State tax that applies and the Contractor chooses to re-deliver the vessel in International waters to forego taxation, it is expected that the Bidder will include the cost of the re-delivery fee in lieu of the taxes.

If there are no taxes or re-delivery fees, it is expected that the Bidder will not apply any costs for this item in the bid.

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

**Prospective bidder attention is directed to the Inter-Port Cost Factor information sheet, Attachment One (page 22) and its effect on low bidder determination.**

**NEW EQUIPMENT:** Equipment offered in response to this ITB must be new equipment. New equipment means equipment that is currently in production by the manufacturer and is still the latest model, edition or version generally offered. The equipment must be warranted as new by the manufacturer and may not have been used for any purpose, other than display (not

demonstration), prior to its sale to the state. The state will not accept remanufactured, used, or reconditioned equipment. It is the Contractor's responsibility to ensure that each piece of equipment delivered to the state complies with this requirement. A Contractor's failure to comply with this requirement will cause the state to seek remedies under breach of contract.

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

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

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

**LIQUIDATED DAMAGES:** Late delivery will cause the state to suffer damages. Actual damages will be difficult to assess; therefore, it is mutually agreed that the Contractor shall pay the state damages at the rate of \$2,155 dollars per calendar day penalty for the first 5 days of delay after the delivery date called for in the ITB and \$4,325 each day thereafter. This is discussed in further detail in the Technical Specifications, Section 1.06, Arrival at Contractor's Facility and Re-Delivery.

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

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

**SITE INSPECTION:** Pre-bid inspection of the vessel is possible but contingent upon existing scheduled operations during **November 16, 2017 thru December 5, 2017**. However, the unavailability of vessel for a pre-bid inspection will in no way relieve the bidder of the responsibility of performing the work in strict compliance with the true intent and meaning of the terms, conditions and specifications of this ITB. If inspection is desired, contact the Operations Commander, (Owner's Representative) Colonel Steve Hall, at 907-269-5955 to confirm vessel availability and to make arrangements for a visit. The contact person is only empowered to allow bidders to view the work site. Any questions the bidders have must be directed to the procurement officer named on the front page of this ITB. The contact person cannot and will not

answer bidders questions regarding the work to be performed under this ITB or the terms, conditions and specifications of this ITB.

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

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

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

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

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

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

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

**CONTRACT FUNDING:** This project is contingent upon available funding. After receipt of bids, some Tasks may be dropped or amended due to funding. Final determination of which

Tasks are to be performed will be determined after bid opening, and before the issuance of the Notice of Intent.

**INTER-PORT COST DIFFERENTIAL:** An Inter-Port Cost Differential is to be added to bid prices in accordance with Alaska State Statute [Sec. 36.90.049(e)(2)] and policies for determining bid award. **See Attachment One (page 22)** for identification of applicable Inter-Port cost.

**OWNER'S REPRESENTATIVE:** The Owner's Representative is Colonel Steve Hall, Director's Office, Alaska Wildlife Troopers. Colonel Hall or his designated representative will be on-site during the contract performance period. Colonel Hall can be reached at 907-269-5955.

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

## SPECIFICATIONS

**See attached Technical Specifications (55 pages).**

## DRAWINGS

**See the following attached PDF drawings:**

04A\_\_D-1 A Docking Plan & Anode Locations.pdf  
04B\_\_Historical Foss Docking Plan.pdf  
05A\_\_M-1 Shafting Details.pdf  
05B\_\_M-2 Rudder Details.pdf  
05C\_\_Tank Arrangement.pdf  
05D\_\_P-2 Rev A Fills Vents & Sounds.pdf  
05E\_\_Ball Check Valve Vendor Information.pdf  
07A\_\_FA-2154 Rev 0 Final Arrangement and Crane Data for Model MCKT-2265.pdf  
07B\_\_MCKT-2265 As-Rigged Sweep Load Chart.pdf  
07C\_\_17012-08-02 Rev - Crane Pedestal.pdf  
07D\_\_17012-02-01 Rev - Pedestal Support Structure.pdf  
07E\_\_HS-2154 Rev 0 Hydraulic Schematic for Serial Number 2154.pdf  
08A\_\_S-3 Rev 4 Frames 5-56&61.pdf  
08B\_\_S-4 Rev 2 Frames 57-73.pdf  
08C\_\_S-6 Longitudinal BHDs & Gdrs.pdf  
08D\_\_P-4 Bilge, Ballast and Fire Piping.pdf  
09A\_\_P-3 Crab Piping Details.pdf



## BID SCHEDULE

### TASK

#### SECTION 2 – DEFINITE ITEMS

##### Sub Tasks:

#### 2.0 Temporary Services

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

2.01 Mooring	_____
2.02 Shore Power	_____
2.04 Potable Water	_____
2.05 Ship's Service Air	_____
2.06 Gangway	_____
2.07 Fire Protection	_____
2.08 Deck Covering	_____
2.09 Garbage	_____
2.10 Parking	_____
2.11 Toilet Facilities	_____
2.12 Tank Access and Testing	_____

Subtotal: Section 2.0: \_\_\_\_\_

#### 3.0 Miscellaneous Accounts

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

3.02 Welding Account: ____ hours x 200/hour =	_____
3.03 General Painting Account ____ hours x 200/hour =	_____
3.04 Crane and/or Boom Truck Service Account _____ hours x 10 /hour =	_____

Subtotal: Section 3.0: \_\_\_\_\_

#### 4.0 Dry Docking

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

4.01 Dry Docking	_____
4.02 Lay Days	_____
Subtotal: Section 4.0:	_____

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

**5.0 Hull Services**

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

**5.01 Shaft Bearing Wear-Down Measurements & Packing Replacement** \_\_\_\_\_

**5.02 Rudder Bearing Wear-Down Measurements &  
Packing Replacement** \_\_\_\_\_

**5.03 Oily Water and Waste Oil Removal** \_\_\_\_\_

**5.05 Sea Valve and Overboard Discharge Valve Maintenance** \_\_\_\_\_

**5.06 Bow Thruster** \_\_\_\_\_

**5.07 Inspection and Replacement of Hull Zin** \_\_\_\_\_

**5.08 Tanks and Voids Vent Check Valves** \_\_\_\_\_

**Subtotal: Section 5.0:** \_\_\_\_\_

**6.0 Hull Painting**

**NOTE: Total Cost for below Task 6.0 should include the costs for all listed Subtasks.**

**6.06 Underwater Surfaces: Keel to Top of Boot Stripe** \_\_\_\_\_

**6.07 Main Decking Plating and Wear Deck Supports** \_\_\_\_\_

**Subtotal: Section 6.0:** \_\_\_\_\_

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

**7.0 Crane Pedestal Replacement**

**NOTE: Total Cost for below Task 7.0 a and b should include the costs for all listed Tasks.**

**7.0a Crane Pedestal Cost** \_\_\_\_\_

**7.0b Crane Pedestal Replacement** \_\_\_\_\_

**Subtotal: Section 7.0 a+b:** \_\_\_\_\_

**8.0 Ballast and Fresh Water Tank Inspections**

**NOTE: Total Cost for below Task 8.0 should include the costs for all listed Tasks.**

**8.0 Ballast and Fresh Water Tank Inspections** \_\_\_\_\_

**Subtotal: Section 8.0:** \_\_\_\_\_

**9.0 Starboard Crab Pump Valve**

**NOTE: Total Cost for below Task 9.0 should include the costs for all listed Tasks.**

**9.0 Starboard Crab Pump Valve** \_\_\_\_\_

**Subtotal: Section 9.0:** \_\_\_\_\_

**SUB TOTAL, ALL ITEMS:** \_\_\_\_\_

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

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

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

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

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

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

<b>BIDDER INFORMATION</b>
---------------------------

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

E-Mail: \_\_\_\_\_

**[FOR STATE USE ONLY. THIS INVITATION TO BID COVERS PR# 131928]**

**ATTACHMENT ONE  
INTERPORT DIFFERENTIAL**

**PV Stimson  
FY18  
INTERPORT DIFFERENTIAL COSTS**

	Days of Travel RT	Miles	Fuel cost	Food costs	Travel costs 3 crew airfares RT	Sea Pay	<b>Total Interport Costs</b>
Kodiak to Seward Seward to DH crew-6	2		\$7,365	\$240	\$972	\$1,689	<b>\$10,266</b>
Kodiak to Ketchikan Ketchikan to DH crew-6	8		\$29,460	\$960	\$2,185	\$6,755	<b>\$39,360</b>
Kodiak to Seattle Seattle to DH crew-6	11		\$40,508	\$1,320	\$1,758	\$9,288	<b>\$52,874</b>

Fuel costs based on  
\$2.74 gal Kodiak  
posted rate 11/08/17, 24  
hour days – 56 gal per  
hour

Food costs based on 4  
meals, \$5.00 per meal  
per person per day

travel airfares based on  
3 person travel