

**STATE OF ALASKA ITB NUMBER 2518S060
AMENDMENT NUMBER THREE
AMENDMENT ISSUING OFFICE:**



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

THIS IS NOT AN ORDER

DATE AMENDMENT ISSUED: February 27, 2018

**ITB TITLE:
TOW THE CHENEGA FROM TACOMA, WA TO KETCHIKAN, AK**

NEW ITB SUBMISSION DEADLINE: March 6, 2018 at 2:00PM Prevailing Alaska Time.

This is a mandatory return Amendment. Your bid may be considered non-responsive if this signed amendment is not received [in addition to your bid packet] by the date and time proposals are due.

State Signature

Signature: _____

John

Name: Tom Mayer, Procurement Specialist III

Date: _____

2/27/18

Vendor Signature

Business Name: _____

Date: _____

Printed Name: _____

Signature: _____

Title: _____

The following changes are hereby incorporated into this Invitation to Bid:

Change 1: The ITB Submission deadline is hereby changed to March 6, 2018 at 2:00pm Alaska prevailing time as seen above.

NOTE: If you have already submitted a bid for this project and wish to submit a new bid based on the changes made with the issuance of this amendment, please be advised that only the most recent and current submission based on date and time of receipt shall be opened.

Change 2: Delete Condition 13, Force Majeure in its entirety and replace with the following:

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; act of God, *e.g.*, explosion, drought, tidal wave, 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.

Change 3: Delete the **Contract Intent** section in its entirety and replace with the following:

CONTRACT INTENT: This Invitation to Bid (ITB) is intended to result in a contract with a vendor that is qualified, prepared, and able to tow the FVF Chenega from its current location in Tacoma, Washington to a berth that AMHS will identify in Ketchikan, Alaska.

The FVF Chenega must be delivered to Ketchikan, AK no later than April 30, 2018. Final destination in Ketchikan will be identified by the AMHS Project Director before the FVF Chenega departs Tacoma, WA.

Bids that provide for delivery after April 30, 2018 shall be considered non-responsive and will be rejected.

Change 4: Delete the **Insurance** section in its entirety and replace with the following:

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:

1. **Workers' Compensation Insurance:** The contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against the state.
2. **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.
3. **Commercial Automobile Liability Insurance:** Covering all vehicles used by the contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per occurrence.

In addition to providing evidence of insurance coverage in compliance in accordance with Appendix B1, attached and defined above, the contractor shall also have in place the following additional coverage.

4. The contractor shall provide and maintain P&I coverage with a Towing Liability Endorsement or separate coverage with limits to the value of the vessel being towed (\$77M).
5. The contractor shall provide and maintain a Marine Hull and Machinery policy with a coverage limit of \$10mil or the market value of the vessel.
6. The contractor shall provide and maintain a Marine Pollution Liability policy with a coverage limit of \$5mil.

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.

The state's failure to detect an error in the proffered proof of insurance does not relieve Contractor of its obligation to procure satisfactory insurance or to comply with other contract requirements.

Change 5: Delete the **Contract Period** section in its entirety and replace with the following:

CONTRACT PERIOD: This ITB is being issued for the single one time task of towing the FVF Chenega from Tacoma, WA to Ketchikan, AK. The state intends to issue a contract that corresponds to the proposed time it will take to tow the vessel to Ketchikan, AK.

The state anticipates that performance of the contract, *i.e.*, the northbound tow, will take approximately 6 days. However, bidders should calculate their own estimates.

Change 6: Delete the **Schedule** section in its entirety and replace with the following:

SCHEDULE: The FVF Chenega must be delivered to a berth that AMHS will designate in Ketchikan, AK no later than April 30, 2018.

Change 7: Delete the **Payment and Invoice** section in its entirety and replace with the following:

PAYMENT & INVOICE: Entitlement to payment under this contract is earned and owing only after contractor has completed the voyage and delivered the Chenega to the berth that AMHS has designated in Ketchikan, Alaska. Send invoice to:

Department of Transportation & Public Facilities
Alaska Marine Highway System
7559 N. Tongass Hwy
Ketchikan, AK 99901

Payment shall be made upon the receipt of a valid billing. Questions concerning payment must be addressed to the ordering agency.

Change 8: Delete the **Background** section in its entirety and replace with the following:

BACKGROUND: *The FVF Chenega* (or "the tow") is a 235 feet long, 60 feet wide, catamaran style vessel with a domestic gross tonnage of 1,333 and a service speed of 32 knots. The *FVF Chenega* is designed to carry 210 passengers and has a vehicle capacity of 620 linear feet, which is equal to approximately 31, twenty-foot vehicles.

The vessel was built in 2005 and has the following specifications:

Displacement (long tons)	787
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Loaded Draft (feet-Inches)	8' – 6"
International Tonnage: Gross	3,420
(Cubic Capacity) Net	1,026
Domestic Tonnage: Gross	1,333
(Cubic Capacity) Net	827

Since approximately October 1, 2016, the FVF Chenega has been in lay-up status in Tacoma, WA. At this time, the Alaska Marine Highway System desires to have the FVF Chenega towed from Tacoma to Ketchikan.

The vessel's final destination in Ketchikan will be identified by the AMHS Project Director before the FVF Chenega departs Tacoma, WA.

Please see Attachments D and E respectively, for Vessel line drawings and pictures.

Change 9: Delete the **Vessel Preparation** section in its entirety and replace with the following:

VESSEL PREPARATION: In advance of departure, the AMHS will prepare the vessel for towing to ensure the drive system and passenger spaces are secure and the vessel is water-tight and ready for towing. In addition, flooding alarms and lighting will be established with forward facing lighting to enable the tugboat crew to see visual indication if the vessel is flooding.

NOTE: As will be seen during the pre-tow inspection and walkthrough, the four jets have been removed from the vessel and ports blankets off, and secured properly.

Change 10: Delete the **Services Required** section in its entirety and replace with the following:

SERVICES REQUIRED: The contractor will be required to plan and execute the towing of the FVF Chenega from Tacoma, Washington to Ketchikan, Alaska. The contractor shall ensure continual compliance with all applicable and required federal, state, local, international, and provincial laws, regulations, and polices during the full term of this contract and is solely responsible for any fine, penalty, or other consequence resulting from breach thereof.

Change 11: Delete the **Towing Requirements** in their entirety and replace with the following:

TOWING REQUIREMENTS:

1. **WALKTHROUGH AND INSPECTION:** Upon award and in advance of towing, the contractor shall work cooperatively with the AMHS Project Director to establish a walkthrough and inspection of the vessel.
2. **TOWING ARRANGEMENT:** Contractor shall make adequate arrangements to enable the craft to be towed in the worst foreseeable conditions. The contractor shall use the single Towing Bollard as seen on **Attachment F, Towing References**. This attachment is issued on February 27, 2018 with Amendment 3.
3. **TOWING SPEED:** Except in an emergency situation when required to avoid damage or injury to person or property, the **maximum permissible speed** at which the craft can be towed is 5 knots.
4. **NAVIGATION LIGHTS:** The contractor will supply and affix all navigation lights and shapes to comply with USCG Navigation Rules.

5. **EMERGENCY TOW LINE:** The contractor will be responsible for affixing an emergency tow line with suitable pick up line and float that can be recovered underway if the tow line, cable, or bridle separates.
6. **TUG & TOW GEAR:** The tug vessel furnished by the contractor shall be seaworthy, properly manned, equipped and supplied in all respects and shall be capable of performing the voyage to be undertaken by them and of safely and efficiently handling the Chenega. The contractor shall exercise reasonable care in the receipt, handling, navigation, towing and delivery of the Chenega. Contractor shall furnish at its expense all towing hawsers, bridles, and equipment necessary for the contracted service.
7. **MISCELLANEOUS EXPENSES:** Contractor is responsible for all port charges, pilotages, agencies, taxes (including Federal Transportation Tax where applicable), dues, duties and other expenses upon or in connection with the tow and tug, including all services of assisting tugs.
8. **SEA STATE:** The maximum sea state is less than 10 feet.
9. **DESIGN TOWING FORCE:** The design towing force = 191kN.
10. **SALVAGE:** In the event the tow breaks away from the tug during the course of this towage service, the contractor shall render all reasonable efforts to stand by and render service in saving and reconnecting the tow and fulfilling this contract without any claim to additional compensation for the time spent or services rendered during such efforts.
11. **DEVIATION:** While in charge of the tow, contractor may go to the assistance of vessels in distress for the purpose of saving life or property, call at any port for fuel, repairs, supplies or other necessaries, or to land disabled seamen. If so, contractor shall leave the tow secure and in a safe place; during such time, this agreement remains in effect but any time lost by contractor under such circumstances shall not entitle the contractor to claim additional compensation from AMHS.

Change 12: Delete the Required Experience section in its entirety and replace with the following:


REQUIRED EXPERIENCE: Bidders must meet or exceed the following minimum experience requirements.

1. At least 3 years' of proven experience towing vessels of similar size and construction.
2. At least 3 years of proven experience towing vessels of similar size and construction in the waters of Pacific Northwest, to include Washington State, British Columbia, Canada, and Southeast Alaska.
3. All contractor provided vessels and crews must have the appropriate ratings and endorsements and remain in compliance with all federal laws, regulations, and policies.

Bidders must submit a narrative statement(s) that demonstrates how they meet or exceed the above minimum experience requirements.

A Bidders failure to provide a narrative statement that demonstrate they meet or exceed the above minimum requirements shall result in the bid being rejected as non-responsive.

Attachment F-Towing References

	Fairweather Class Route Operational Manual Prince William Sound Routes	Revision 1 April 2006
2000 HSC Code:	18.2.2.4 – Rescue Assistance	
Title:	Section 4.4 – Towing Procedure	
ISM Code:	Section 8	Page 1 of 1

Procedure The purpose of this procedure is to set forth guidelines for towing the Fairweather Class vessel.



Responsibility The Master has overall responsibility for the ship and crew during a towing procedure.

Procedure *See Section 15 of the High Speed Craft Operating Manual.*

Where towage is to be from more than one point, a suitable bridle shall be provided.

The maximum permissible speed at which the craft may be towed is 5 knots and is included in the High Speed Craft Operating Manual.

Reference 2000 HSC Code, Chapter 6.3
High Speed Craft Operating Manual Section 15, page 1

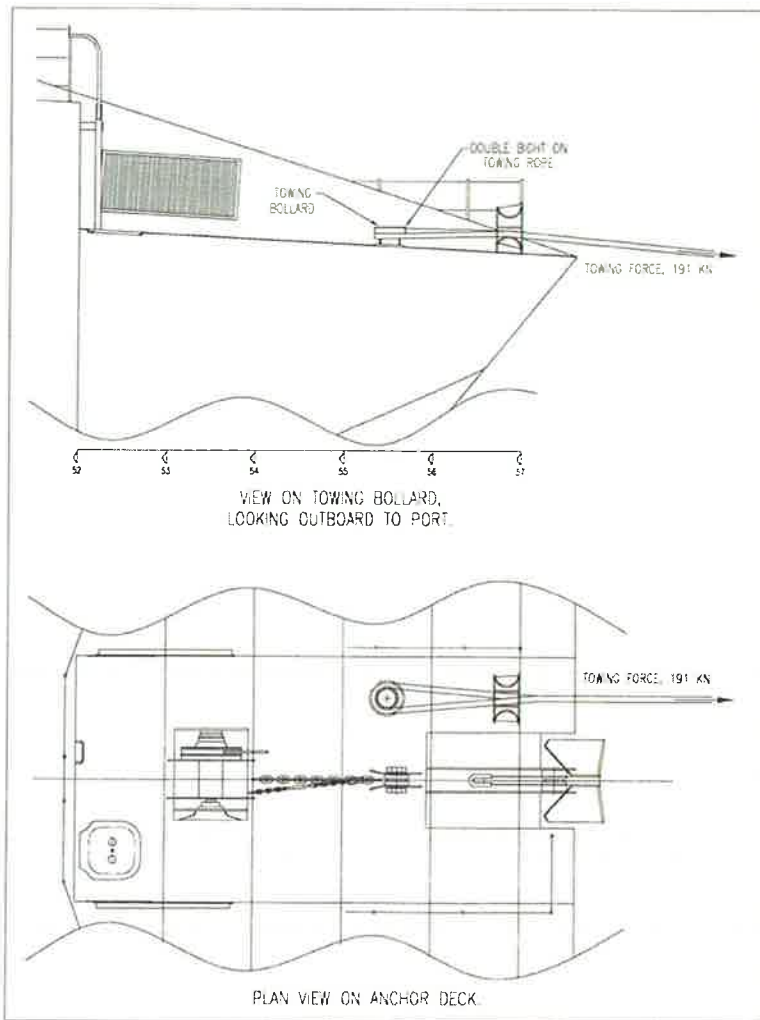
	Craft Operating Manual	M/V Fairweather	Section 15 Page 1
HSC Code:18.2.1.15	Maximum Towing Speeds and Towing Loads		
Spin No.:			
ISM Code:			

Maximum Permissible Towing Speed and Loads

The towing arrangements are in accordance with DNV HSLC Pt.3 Ch.5 Sec.3.

Design Towing Force = 191 kN

Maximum Towing Speed = 5 knots



1 Towing

- 1.1 Adequate arrangements shall be provided to enable the craft to be towed in the worst intended conditions. Where towage is to be from more than one point, a suitable bridle shall be provided.
- 1.2 The towing arrangements shall be such that any surface against which the towing cable may chafe (for example, fairleads) is of sufficient radius to prevent the cable being damaged when under load.
- 1.3 The maximum permissible speed at which the craft may be towed shall be included in the craft operating manual.

4 Berthing

- 4.1 Where necessary, suitable fairleads, bitts and mooring ropes shall be provided.
- 4.2 Adequate storage space for mooring lines shall be provided such that they are readily available and secured against the high relative wind speeds and accelerations which may be experienced.