

INVITATION TO BID

INVITATION NUMBER

**190000001**

**RETURN THIS BID TO THE ISSUING OFFICE AT:**



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

**THIS IS NOT AN ORDER**

**DATE ITB ISSUED: 7/12/2018**

**ITB TITLE: 2018 Test-fishery Harvest and Purchase of Bristol Bay Red King Crab for the Alaska Department of Fish and Game (ADF&G) Crab Observer and Research Programs.**

**BIDS MUST BE SUBMITTED TO THE OFFICE FROM WHICH THEY WERE ISSUED PRIOR TO 1:30 PM ON 8/2/2018 AT WHICH TIME THEY WILL BE PUBLICLY OPENED.**

**DELIVERY LOCATION:** See Project Description.

**DELIVERY DATE:** See Project Description.

**F.O.B. POINT: DUTCH HARBOR, ALASKA**

**IMPORTANT NOTICE: If you received this solicitation from the State's "Online Public Notice" web site, you must register with the Procurement Officer listed on this document to receive 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 there under 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
	_____ AUTHORIZED SIGNATURE	DOES YOUR BUSINESS QUALIFY FOR THE ALASKA VETERAN'S PREFERENCE? [ ] YES [ ] NO
TELEPHONE NUMBER 907-465-4131 ph. 907-465-6181 fax Email: dave.mitchell@alaska.gov	_____ PRINTED NAME	SEE ITB FOR EXPLANATION OF CRITERIA TO QUALIFY.
	_____ 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 (see AS 36.30.565 a). This will allow time for an amendment to be issued if one is required. It will also help prevent the opening of a defective offer, 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. All forms identified in the solicitation for submission must be returned. 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.

### Bid Envelope Example

Bidder's Return Address	Department of Fish and Game Division of Administrative Services Procurement Office 1255 W 8 <sup>th</sup> St. P.O. Box 115526 Juneau, Alaska 99811
ITB No.: 190000001 Opening Date: 8/2/2018	

**ELECTRONIC BID SUBMISSION:** Bids may be emailed to [dfg.contracting@alaska.gov](mailto:dfg.contracting@alaska.gov), no later than the date and time listed on page one of this ITB as the deadline for receipt of bids, and must contain the ITB number in the subject line of the email. Emailed bids must be submitted as an attachment in PDF format. Please note that the maximum size of a single email (including all text and attachments) that can be received by the state is 20mb (megabytes). If the email containing the bid exceeds this size, the bid must be sent in multiple emails that are each less than 20 megabytes and each email must comply with the requirements described above. The state is not responsible for unreadable, corrupt, or missing attachments. It is the bidder's responsibility to contact the issuing office at (907) 465-4131 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 specified in 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, and transportation cost so that the services can be provided without further cost. Prices quoted in bids must be exclusive of federal, state, and local taxes. If the bidder believes that certain taxes are payable by the State, the bidder may list such taxes separately, directly below the bid price for the affected item. The State is exempt from Federal Excise Tax except the following:

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

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

6. **FILING A PROTEST:** A bidder may protest the solicitation or an award of a contract or the proposed award of a contract for supplies, or 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.

#### **GENERAL CONDITIONS:**

1. **AUTHORITY:** This solicitation is written and will be issued and administered in accordance with the procedures outlined in AS 36.30 and 2 AAC 12. Any subsequent contract will be governed by the laws of the State of Alaska. All actions concerning this contract shall be in accordance with applicable guidelines identified in AS 36.30 and 2 AAC 12.

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

3. **SPECIFICATIONS:** If the specifications describing the services required in the solicitation conflict with other documents contained within the solicitation, the specifications will govern. Reference to a brand name or type of service does not preclude an offer of a comparable or better product or service. If descriptive literature or service documentation is requested in the solicitation, failure to provide such requested information and descriptive literature may be cause for rejection of the offer.

4. **CHANGES:** The Contracting Officer may at any time, by written order, and without notice to the sureties (if any) make changes within the general scope of this contract in any one or more of the following: (1) Description of services to be performed, (2) Time of performance (i.e., hours of the day, days of the week, etc.), (3) Place of performance of the services.

If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule (or both) and shall modify the contract accordingly.

The Contractor must notify the Contracting Officer within 30 days after receipt of a written change order that will affect its price, in order to protect its rights for an equitable adjustment if warranted. However if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

Failure to agree to an adjustment shall constitute a dispute and shall be resolved under the laws of Alaska. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

5. **FIRM OFFER:** For the purpose of award, offers made in accordance with this solicitation must be good and firm for a period of ninety (90) days from the date of bid opening. Bidders must provide sufficient information, with their bid, to constitute a definite, firm, and unqualified or unconditional offer. In order to be responsive a bid must constitute a definite, firm, and unqualified or unconditional offer that meets all of the meaningful or material terms of the solicitation. Meaningful or material terms are those items that could affect price, quantity, quality, or delivery. Also included as meaningful or 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.

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. **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.

9. **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.

10. **ASSIGNMENT(S):** Assignment of rights, duties, or payments under a contract resulting from this ITB is not permitted unless authorized in writing by the State of Alaska, Department of Fish and Game Procurement Officer. Offers that are conditioned upon the State's approval of an assignment will be rejected as non-responsive.

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

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

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

14. **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 loss of income or excess costs incurred and may seek other remedies under law or equity.

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

16. **NOTICE OF INTENT:** After the responses to this ITB have been opened and evaluated, a tabulation of the bids will be prepared. The tabulation, called a Notice of Intent, serves two purposes. It lists the name of each company or person that offered a bid and the price they bid. It also serves as 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 high responsive bidders, are instructed not to proceed until a Purchase Order, Contract Award, 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.

17. **PAYMENT:** Payment will be made in accordance with the specifications contained herein. If specific payment information is not included in the specifications, payment for the product delivered or services provided to ADF&G will be made immediately upon the delivery of the goods or services to the locations(s) specified in the agreement. 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 which establishes a lower interest rate or precludes the charging of interest.

This contract involves financial risks. Questions concerning the contract should be directed to the Contracting Officer at: Voice (907) 465 - 4131, or FAX (907) 465 - 6181.

18. **CONTRACT ENFORCEMENT:** Enforcement of this contract is the responsibility of the Contracting Officer, Department of Fish and Game.

#### **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. **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.

3. **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.
4. **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.
5. **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.
6. **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.
7. **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. The delivery to the Department of a written 30-day notice is required before cancellation of any coverage or reduction in any limits of liability. 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.

1. **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.
2. **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.

3. **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.

4. **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 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.

5. **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 coverages 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 # 190000001 for 2018 test-fishery harvest and purchase of Bristol Bay red king crab for the ADF&G crab observer and research programs."

#### **PREFERENCES:**

1. **ALASKAN BIDDER'S PREFERENCE:** Award will be made to the highest responsive and responsible bidder after an Alaskan bidder's preference of five percent (5%) has been applied. The preference will be given to a person who: (1) holds a current Alaska business license; (2) submits a bid for goods or services under the name on the Alaska business license; (3) has maintained a place of business within the state staffed by the bidder, or an employee of the bidder, for a period of six (6) 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 or is a partnership, and all partners are residents of the state; (5) if a joint venture, is composed entirely of venturers that qualify under (1) - (4) of this subsection. AS 36.30.170(b).

**ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES:** At the time the bids are opened, all bidders must hold a valid Alaska business license and any necessary applicable professional licenses required by Alaska Statute. Bids must be submitted under the name as appearing on the person's current Alaska business license in order to be considered responsive. Bidders should contact the Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing, P. O. Box 110806, Juneau, Alaska 99811-0806, for information on these licenses. Bidders must submit evidence of a valid Alaska business license with the bid (see front page).

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.

**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 Division of Administrative Services at one of the following numbers no later than 10 day 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 Employment Program Preference, an Alaskans With Disabilities Preference or an Employers Of People With Disabilities Preference, a bidder must add value by actually performing, controlling, managing, and supervising the services provided, or a bidder must have sold supplies of the general nature solicited to other state agencies, governments, or the general public.

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

**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.

**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 high 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.

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

**CONTRACT CANCELLATION:** The state reserves the right to cancel the contract at its convenience upon one (1) calendar day 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.

**HOLD HARMLESS:** The contractor will indemnify, save 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 the direct result of active involvement by the State.

**ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES:** Prior to the award of a contract, a bidder must hold a valid Alaska business license. However, in order to receive the Alaska Bidder Preference and other related preferences, such as the Alaska Veteran and Alaskans with Disabilities Preference, a bidder must hold a valid Alaska business license at the time designated for bid opening. Bidders should contact the Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing, P. O. Box 110806, Juneau, Alaska 99811-0806, for information on these licenses.

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

- (a) copy of an Alaska business license;
- (b) certification on the bid that the bidder has a valid Alaska business license and has included the license number in the bid (see front page);
- (c) a canceled check for the Alaska business license fee;
- (d) a copy of the Alaska business license application with a receipt stamp from the state's occupational licensing office; or
- (e) a sworn and notarized affidavit 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 Affidavit**

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 affidavit 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 affidavit 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.



## Project Description and Terms

ADF&G is requesting bids from qualified bidders for harvesting and purchasing red king crab from Bristol Bay (Area T) to achieve ADF&G's revenue goal of \$1,300,000 (Observer Program \$800,000 + Research Program \$500,000). Bids will be taken based on price/pound of live crab to achieve the revenue goal of \$1,300,000. Bid amount is the price bidder will pay ADF&G for the live red king crab after subtracting the cost of harvesting crab, including providing the fishing vessel, fuel, bait, processing, all personnel, etc.

The bid will be awarded to the highest responsive and responsible bidder. Legislative intent for ADF&G's budget is to receive fair market value, including price adjustments, if applicable, for all test-fishery program contracts.

**The following information applies to the Bering Sea/Aleutian Islands crab rationalization program and successful bidders.**

1. Because test-fishery crab harvested under an ADF&G CFEC permit are not included in the IPQ program, the purchase of test-fishery crab is not deducted from IPQ.
2. Any processor may purchase test-fishery crab, IPQ is not needed.
3. The processor must possess an RCR permit.
4. Buyback vessels are not allowed to participate in test-fisheries.
5. Because crab are delivered under the State of Alaska CFEC permit and not included in the IFQ and CDQ programs, the harvest of test-fishery crab is not deducted from IFQ or CDQ.

CFEC = Commercial Fisheries Entry Commission, IPQ = Individual Processing Quota, RCR = Registered Crab Receiver, IFQ = Individual Fishing Quota, CDQ = Community Development Quota, Buyback vessel = fishing vessel that has relinquished its fishing rights as part of a National Marine Fisheries Service fishing capacity reduction program [http://www.nmfs.noaa.gov/mb/financial\\_services/bsai\\_crab\\_buyback.html](http://www.nmfs.noaa.gov/mb/financial_services/bsai_crab_buyback.html).

**PURPOSE:** Under this invitation to bid (ITB), ADF&G will contract for the harvest and purchase of legal-size Bristol Bay red king crab between October 1, 2018 and January 15, 2019, to meet the test-fishery goal for the Bering Sea and Aleutian Islands crab observer and research programs. The test-fishery revenue goal is \$1,300,000. Test-fishing is authorized under State of Alaska statute 16.05.050 (14). No high-grading may occur by the harvesting vessel.

**BIDDER QUALIFICATIONS:** The contractor must be fully licensed to process crab in the State of Alaska at the time a bid is tendered. In addition to possession of a valid 2018 Alaska Business License, the contractor must at least possess a valid 2018 Alaska Seafood Processor and Exporter License and Permit, consisting of an Alaska Department of Environmental Conservation Seafood Processing Permit, Alaska Department of Revenue License, and an Alaska Department of Fish and Game Intent to Operate. It is the contractor's responsibility to obtain all other state and federal permits and licenses necessary to operate a seafood processing facility in the State of Alaska. The contractor, upon request, must furnish copies of all applicable permits and licenses to the State.

**CONFIDENTIALITY OF SURVEY DATA:** The vessel captain and crew will comply with all State regulations and statutes pertaining to confidentiality of crab stock abundance survey information, in particular with Alaska Statute 16.05.815 (c), which prohibits copying or distributing to the public any information on crab catch by sampling location prior to close of the fishing season for which the survey was conducted.

### TERMS:

1. **PROOF OF FINANCIAL SECURITY:** Prior to bid award, the contractor will submit proof of financial security for the purposes of this contract satisfactory to the Division of Risk Management, Department of Administration. Financial security may be demonstrated by one or more of the following:
  - a. Prepayment to the State in the amount of \$1,300,000;
  - b. Letter of Credit (LOC) in the amount of \$1,400,000;
  - c. Time Certificate of Deposit in the amount of \$1,300,000;

The name and address of all parties (bonding companies, financial institutions, etc.) underwriting the bidder for the purpose of this contract must be furnished to the Contracting Officer within 10 days after the bid offers are opened and analyzed by the Contracting Officer. Secured bonds that do not provide for a 30-day prior notice of cancellation, non-renewal or material change in such credit will not be accepted. Failure to supply satisfactory proof of bonding within the time required will cause the State to declare the bidder non-responsive and reject the bid.

2. **PAYMENT:** The selected contractor will submit full payment of \$1,300,000 by September 15, 2018. The contractor will harvest the exact pounds of live crab necessary to achieve the revenue goal, as per the successful bid amount on a per pound basis. Any crab delivered in excess of those needed to achieve the revenue goal will be the property of the State of Alaska except for IFQ and CDQ crab. The contractor will purchase crab overage at the contract per pound price; however, the overage may not exceed 5% of the pounds of crab needed to fulfill the revenue goal of \$1,300,000. If the overage exceeds 5%, the contractor will pay the State, on a pound for pound basis for all crab exceeding the 5% overage allowance, 1.5 times the contract price per pound.
3. **TAXES:** The Alaska fishery business (raw fish tax) and the Alaska Seafood Marketing Institute (ASMI) taxes are applied to the purchase of test-fishery crab. Any other city, state or federal taxes are not applied to the harvest and purchase of test-fishery crab.
4. **CANCELLATION:** The State reserves the right to cancel the contract at the State's sole discretion.
5. **LENGTH OF CONTRACT:** Test-fishing operations may only occur between October 1, 2018 and January 15, 2019. Test-fishing harvest will be executed by a single fishing vessel on consecutive days during consecutive trips if harvest takes more than one trip. The winning bidder must coordinate dates of harvest with ADF&G to assure that ADF&G has staff available and onboard for the test-fishery harvest.
6. If a processor fails to meet the ITB processor requirements, the State may consider the offer non-responsive and reject the bid.
7. **UNDERSIZED and FEMALE CRAB:** While fishing this contract, the contractor, the vessel, and the crew are responsible for complying with all existing crab fishing statutes and regulations including the retention of only legal male crab. State personnel will investigate any non-compliance and report findings to the Alaska State Troopers for further investigation and possible issuance of citations to the contractor, vessel, and crew.
8. **ESTIMATED PRODUCT:** The State does not guarantee a minimum or maximum quantity of crab delivered for sale to the contractor. Only legal-size male red king crab (6.5 inches in carapace width or greater, including spines) will be taken. All legal-size crab caught must be retained for sale, excluding injured or diseased crab. Crab with old shells or barnacles shall be retained for sale. The vessel harvesting the test-fishery crab may simultaneously harvest IFQ and/or CDQ crab when regulations permit. If a delivery is split between the test-fishery permit, and IFQ and/or CDQ permits, the deadloss weight must be apportioned by permit relative to the total delivery weight (Ex: 100,000 lbs delivered consisting of 90,000 lbs live and 10,000 lbs dead where 60% of live-crab delivery is test-fishery and 40% of live-crab delivery is IFQ and/or CDQ; deadloss is apportioned as 6,000 lbs for test-fishery and 4,000 lbs for IFQ and/or CDQ). All live and dead crab must be weighed and each accounted for separately at the time crab are taken off the vessel.
9. **LOCATION OF OPERATION:** The contract will begin and end in Dutch Harbor where the ADF&G representative will board the harvesting vessel prior to the test fishery and disembark the vessel when the test fishery is completed. Shoreside processing facilities offered by qualified bidders must be based in Adak, Akutan, Atka, Chignik, Dutch Harbor/Unalaska, False Pass, King Cove, Kodiak, Port Moller, Sand Point, or St. Paul. Bids offering tender or floater-processors at an at-sea or shoreside delivery location in the above stated general areas will also be considered.
10. **TERMINATION OF THE CONTRACT:** The State may, without fault or liability, terminate the contract for the following reasons:
  - a) Failure of the contractor to submit payment by September 15, 2018.
  - b) Failure of the contractor to comply with any other provisions of the contract as specified in this ITB.
11. **ADF&G REPRESENTATIVE:** An ADF&G representative will be onboard during all test-fishery operations. ADF&G will cover personnel and travel costs of this representative. Sleeping space for one ADF&G representative must be in addition to that of the captain and crew and at least 26 inches in width at the shoulders and 77 inches long. Reasonable accommodations include sufficient work area necessary for sampling duties and paper work.
12. **CONTRACTOR RESPONSIBILITIES:** The winning bidder:
  - a) Will provide the necessary funds for the vessel, vessel crew and all equipment costs and supplies associated with the vessel to harvest the quantity of crab necessary to meet the department's test-fishery program revenue goal of \$1,300,000.
  - b) Must submit a fishing plan, including the name of the harvesting vessel and dates of intended fishing upon becoming the apparent high bidder.

- c) Must assure that the vessel captain contacts the ADF&G crab observer program if, after the last test-fishery trip when the test-fishery offload is complete, the vessel plans to move to a different processor to offload IFQ or CDQ crab as a partial delivery.
- d) Must record the agreed-upon price per pound of the winning bid on all test-fishery fish tickets. ADF&G is the test-fishery permit holder.
- e) Must follow the rules for cost recovery fishing to allow for the separation of the test-fish crab from IFQ crab.
  - i. Only test-fish crab may be retained onboard the test-fish vessel prior to noon October 15.
  - ii. IFQ/CDQ crab cannot be landed on or after October 15 if the fishing trip began before October 15, or if any pots were baited and set prior to noon October 15.
  - iii. IFQ/CDQ crab may only be landed from a trip that begins on or after October 15 from pots baited and set at noon October 15 or later.
  - iv. If a cost-recovery vessel completes cost-recovery fishing before October 15, the pots may not be baited until IFQ begins at 12:00 noon on October 15. If a cost recovery vessel does not complete cost recovery fishing prior to October 15, and the vessel intends to fish IFQ/CDQ crab, all pots must be out of the water, or unbaited and in storage condition, before October 14 at 11:59pm.
  - v. Cost recovery vessels transitioning between test fishing and an IFQ/CDQ fishery may not register at sea. Cost recovery vessels, may however, transition between a cost recovery fishery and an IFQ/CDQ fishery on, or after, October 15 at 12:00 noon, with cost recovery crab onboard, as follows:
    - 1. Upon completion of cost recovery fishing, all cost recovery crab must be onboard the vessel and all pot gear must be in storage condition (unbaited with doors secured open, at depth) or out of the water (stacked on deck is acceptable).
    - 2. Call (907-581-1239) or email ([dfg.dutchharbor@alaska.gov](mailto:dfg.dutchharbor@alaska.gov)) the Dutch Harbor ADF&G office and check out of the cost recovery fishery. Inform Dutch Harbor ADF&G staff of your intent to transition fisheries.
    - 3. After contacting the department in Dutch Harbor, you may re-rig, bait, and set pots for the next fishery. Then, proceed to town and offload the cost recovery crab, and register for the fishery into which you are transitioning.
- f) Must have the vessel submit to a USCG safety inspection and stability check before test-fishing commences, and provide a letter to ADF&G certifying that the inspection and stability check are current and completed.

The department reserves the right to receive a copy of the most recent marine survey of the vessel harvesting the test-fishery crab within 10 days of becoming the apparent winning bidder. ADF&G reserves the right to inspect the vessel. ADF&G also reserves the right to reject the vessel on the basis of safety concerns for the ADF&G representative who will be stationed on the vessel or if the vessel cannot reasonably accommodate the ADF&G representative.

13. STATE OF ALASKA: The state will not be held responsible for damage to the vessel, gear loss, or any injuries incurred during the completion of the contract.

## PROCESSOR INFORMATION

Bidders must complete the processor and harvesting vessel information below. A bidder's failure to complete this form may cause the State to reject the bid as non-responsive.

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

CONTACT PERSON: \_\_\_\_\_

EMAIL: \_\_\_\_\_

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

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

FAX: \_\_\_\_\_

PROCESSOR TYPE (i.e. shoreside, floater, catcher-processor): \_\_\_\_\_

PROCESSOR LOCATION: \_\_\_\_\_

VESSEL NAME: \_\_\_\_\_

VESSEL ADF&G NUMBER: \_\_\_\_\_

VESSEL USCG NUMBER: \_\_\_\_\_

VESSELS SSB CALL NUMBERS AND STAND-BY FREQUENCY: \_\_\_\_\_

VESSEL EMAIL ADDRESS: \_\_\_\_\_

VESSEL SATELLITE/DISPATCH/CELL PHONE NUMBERS: \_\_\_\_\_

# ITB 190000001

## BID SCHEDULE

**BID AMOUNT \$\_\_\_\_\_PER POUND OF LIVE BRISTOL BAY RED KING CRAB**

**Award will be made to the highest responsive and responsible bidder based upon the highest price per pound offered for live Bristol Bay red king crab to achieve this contract's test-fishery revenue goal of \$1,300,000.**

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

\_\_\_\_\_  
\_\_\_\_\_

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

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

Fax: \_\_\_\_\_

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

\_\_\_\_\_  
Signature of owner or agent

\_\_\_\_\_  
Date signed