

INVITATION TO BID (ITB) NUMBER 2520C016

RETURN THIS BID TO THE ISSUING OFFICE AT:



Department of Transportation & PF
Division of Supply & Services
2200 E. 42nd Avenue, Room 110
Anchorage, Alaska 99508

THIS IS NOT AN ORDER

DATE ITB ISSUED: JANUARY 17, 2020

ITB TITLE: NEW 21' PackMan Welded-Aluminum Landing-Craft - Anchorage

SEALED BIDS MUST BE SUBMITTED TO THE DOT&PF, ANCHORAGE PROCUREMENT OFFICE FROM WHICH THEY WERE ISSUED AND MUST BE TIME AND DATE STAMPED BY THE PROCUREMENT OFFICE PRIOR TO **2:00 PM ON FEBRUARY 11, 2020** AT WHICH TIME THEY WILL BE PUBLICLY OPENED.

LOCATION: SEE BID SCHEDULE
DELIVERY DATE: SEE BID SCHEDULE
F.O.B. POINT: FINAL DESTINATION

IMPORTANT NOTICE: If you received this solicitation from the State's "Online Public Notice" web site, you must register with the Procurement Officer listed on this document to receive notification of subsequent amendments. Failure to contact the Procurement Officer may result in the rejection of your offer.

BIDDER'S NOTICE: By signature on this form, the bidder certifies that:

- (1) the bidder has a valid Alaska business license, or will obtain one prior to award of any contract resulting from this ITB. If the bidder possesses a valid Alaska business license, the license number must be written below or one of the following forms of evidence must be submitted with the bid:
 - a canceled check for the business license fee;
 - a copy of the business license application with a receipt date stamp from the State's business license office;
 - a receipt from the State's business license office for the license fee;
 - a copy of the bidder's valid business license;
 - a sworn notarized 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 a bidder fails to comply with (1) at the time designated in the ITB for opening the state will disallow the Alaska Bidder Preference. If a bidder fails to comply with (2) of this paragraph, the state may reject the bid, terminate the contract, or consider the contractor in default. Bids must be also submitted under the name as appearing on the bidder's current Alaska business license in order to receive the Alaska Bidder Preference.

DAN TRUBIANO
PROCUREMENT OFFICER

TELEPHONE NUMBER
907-269-0862 Phone
907-269-0863 Fax
907-269-0473 TDD

daniel.trubiano@alaska.gov

COMPANY SUBMITTING BID

AUTHORIZED SIGNATURE

PRINTED NAME

DATE

*DOES YOUR BUSINESS QUALIFY FOR THE
ALASKA BIDDER PREFERENCE?
[] YES [] NO

*DOES YOUR BUSINESS QUALIFY FOR THE
ALASKA VETERAN PREFERENCE?
[] YES [] NO

*SEE ITB FOR EXPLANATION OF CRITERIA
TO QUALIFY.

E-MAIL ADDRESS

ALASKA BUSINESS LICENSE NUMBER

FEDERAL TAX ID NUMBER

TELEPHONE NUMBER

INSTRUCTIONS TO BIDDERS:

1. **INVITATION TO BID (ITB) REVIEW:** Bidders shall carefully review this ITB for defects and questionable or objectionable material. Bidders' comments concerning defects and questionable or objectionable material in the ITB must be made in writing and received by the purchasing authority at least ten (10) days before the bid opening date. This will allow time for an amendment to be issued if one is required. It will also help prevent the opening of a defective bid, upon which award cannot be made, and the resultant exposure of bidders' prices. Bidders' original comments should be sent to the purchasing authority listed on the front of this ITB.
2. **BID FORMS:** Bidders shall use this and attached forms in submitting bids. A photocopied bid may be submitted.
3. **SUBMITTING BIDS:** Envelopes containing bids must be sealed, marked, and addressed as shown in the example below. Do not put the ITB number and opening date on the envelope of a request for bid information. Envelopes with ITB numbers annotated on the outside will not be opened until the scheduled date and time.

Bidder's Return Address:

Department Transportation & PF
2200 E. 42nd Avenue, Room 110
Anchorage, Alaska 99508

ITB No.: **2520C016**

Opening Date: **FEBRUARY 11, 2020 at 2:00 PM**

ELECTRONIC BID SUBMISSION: If sending electronically; bids must be emailed to joel.balzer@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 **10mb (megabytes)**. If the email containing the bid exceeds this size, the bid must be sent in multiple emails that are each less than 10 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) 269-0867** or 269-0862 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: If faxing a bid; send to (907) 269-0872, no later than the date and time listed on page one of this ITB as the deadline for receipt of bids. **It is the bidder's responsibility to contact the issuing office at (907) 269-0867** or 269-0862 to make arrangements prior to faxing the bid and to confirm that the bid has been received. Failure to follow the above instructions may result in the bid being found non-responsive and rejected.

4. **PRICES:** The bidder shall state prices in the units of issue on this ITB. Prices quoted for commodities must be in U.S. funds and include applicable federal duty, brokerage fees, packaging, and transportation cost to the FOB point so that upon transfer of title the commodity can be utilized without further cost. Prices quoted for services must be quoted in U.S. funds and include applicable federal duty, brokerage fee, packaging, and transportation cost so that the services can be provided without further cost. Prices quoted in bids must be exclusive of federal, state, and local taxes. If the bidder believes that certain taxes are payable by the State, the bidder may list such taxes separately, directly below the bid price for the affected item. The State is exempt from Federal Excise Tax except the following:
 - Coal - Internal Revenue Code of 1986 (IRC), Section 4121 - on the purchase of coal;
 - "Gas Guzzler" - IRC, Section 4064 - on the purchase of low m.p.g. automobiles, except that police and other emergency type vehicles are not subject to the tax;
 - Air Cargo - IRC, Section 4271 - on the purchase of property transportation services by air;
 - Air Passenger - IRC, Section 4261 - on the purchase of passenger transportation services by air carriers.
 - Leaking Underground Storage Tank Trust Fund Tax (LUST) - IRC, Section 4081 - on the purchase of Aviation gasoline, Diesel Fuel, Gasoline, and Kerosene.
5. **VENDOR TAX ID NUMBER:** If goods or services procured through this ITB are of a type that is required to be included on a Miscellaneous Tax Statement, as described in the Internal Revenue Code, a valid tax identification number must be provided to the State of Alaska before payment will be made.

6. **FILING A PROTEST:** A bidder may protest the award of a contract or the proposed award of a contract for supplies, services, or professional services. The protest must be filed in writing and include the following information: (1) the name, address, and telephone number of the protester; (2) the signature of the protester or the protester's representative; (3) identification of the contracting agency and the solicitation or contract at issue; (4) a detailed statement of the legal and factual grounds of the protest, including copies of relevant documents; and (5) the form of relief requested. Protests will be treated in accordance with Alaska Statutes (AS) 36.30.560-36.30.610.

CONDITIONS:

1. **AUTHORITY:** This ITB is written in accordance with AS 36.30 and 2 AAC 12.
2. **COMPLIANCE:** In the performance of a contract that results from this ITB, the contractor must comply with all applicable federal, state, and borough regulations, codes, and laws; be liable for all required insurance, licenses, permits and bonds; and pay all applicable federal, state, and borough taxes.
3. **SUITABLE MATERIALS, ETC.:** Unless otherwise specified, all materials, supplies or equipment offered by a bidder shall be new, unused, and of the latest edition, version, model or crop and of recent manufacture.
4. **SPECIFICATIONS:** Unless otherwise specified in the ITB, product brand names or model numbers specified in this ITB are examples of the type and quality of product required, and are not statements of preference. If the specifications describing an item conflict with a brand name or model number describing the item, the specifications govern. Reference to brand name or number does not preclude an offer of a comparable or better product, if full specifications and descriptive literature are provided for the product. Failure to provide such specifications and descriptive literature may be cause for rejection of the offer.
5. **FIRM OFFER:** For the purpose of award, offers made in accordance with this ITB must be good and firm for a period of ninety (90) days from the date of bid opening.
6. **EXTENSION OF PRICES:** In case of error in the extension of prices in the bid, the unit prices will govern; in a lot bid, the lot prices will govern.
7. **BID PREPARATION COSTS:** The State is not liable for any costs incurred by the bidder in bid preparation.
8. **CONSOLIDATION OF AWARDS:** Due to high administrative costs associated with processing of purchase orders, a single low bid of \$50 or less may, at the discretion of the State, be awarded to the next low bidder receiving other awards for consolidation purposes. This paragraph is not subject to the protest terms enumerated in "INSTRUCTION TO BIDDERS", "FILING A PROTEST" above.
9. **CONTRACT FUNDING:** Bidders are advised that funds are available for the initial purchase and/or the first term of the contract. Payment and performance obligations for succeeding purchases and/or additional terms of the contract are subject to the availability and appropriation of funds.
10. **CONFLICT OF INTEREST:** An officer or employee of the State of Alaska may not seek to acquire, be a party to, or possess a financial interest in, this contract if (1) the officer or employee is an employee of the administrative unit that supervises the award of this contract; or (2) the officer or employee has the power to take or withhold official action so as to affect the award or execution of the contract.
11. **ASSIGNMENT(S):** Assignment of rights, duties, or payments under a contract resulting from this ITB is not permitted unless authorized in writing by the procurement officer of the contracting agency. Bids that are conditioned upon the State's approval of an assignment will be rejected as nonresponsive.
12. **SUBCONTRACTOR(S):** Within five (5) working days of notice from the state, the apparent low bidder must submit a list of the subcontractors that will be used in the performance of the contract. The list must include the name of each subcontractor and the location of the place of business for each subcontractor and evidence of each subcontractor's valid Alaska business license.
13. **FORCE MAJEURE (Impossibility to perform):** The parties to a contract resulting from this ITB are not liable for the consequences of any failure to perform, or default in performing, any of its obligations under the contract, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the respective party. For the purposes of this ITB, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.

14. **LATE BIDS:** Late bids are bids received after the time and date set for receipt of the bids. Late bids will not be accepted.
15. **CONTRACT EXTENSION:** Unless otherwise provided in this ITB, the State and the successful bidder/contractor agree: (1) that any holding over of the contract excluding any exercised renewal options, will be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect and (2) to provide written notice to the other party of the intent to cancel such month-to-month extension at least thirty (30) days before the desired date of cancellation.
16. **DEFAULT:** In case of default by the contractor, for any reason whatsoever, the State of Alaska may procure the goods or services from another source and hold the contractor responsible for any resulting excess cost and may seek other remedies under law or equity.
17. **DISPUTES:** If a contractor has a claim arising in connection with a contract resulting from this ITB that it cannot resolve with the State by mutual agreement, it shall pursue a claim, if at all, in accordance with the provisions of AS 36.30.620 – 632.
18. **CONSUMER ELECTRICAL PRODUCT:** AS 45.45.910 requires that "...a person may not sell, offer to sell, or otherwise transfer in the course of the person's business a consumer electrical product that is manufactured after August 14, 1990, unless the product is clearly marked as being listed by an approved third party certification program." Electrical consumer products manufactured before August 14, 1990, must either be clearly marked as being third party certified or be marked with a warning label that complies with AS 45.45.910(e). Even exempted electrical products must be marked with the warning label. By signature on this bid the bidder certifies that the product offered is in compliance with the law. A list of approved third party certifiers, warning labels and additional information is available from: Department of Labor and Workforce Development, Labor Standards & Safety Division, Mechanical Inspection Section, P.O. Box 107020, Anchorage, Alaska 99510-7020, (907)269-4925.
19. **SEVERABILITY:** If any provision of the contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and, the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.
20. **GOVERNING LAW; FORUM SELECTION:** A contract resulting from this ITB is governed by the laws of the State of Alaska. To the extent not otherwise governed by section 17 of these Standard Terms and Conditions, any claim concerning the contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

SPECIAL CONDITIONS:

1. **ORDER DOCUMENTS:** Except as specifically allowed under this ITB, an ordering agency will not sign any vendor contract. The State is not bound by a vendor contract signed by a person who is not specifically authorized to sign for the State under this ITB. The State of Alaska Purchase Order, Contract Award and Delivery Order are the only order documents that may be used to place orders against the contract(s) resulting from this ITB.
2. **BILLING INSTRUCTIONS:** Invoices must be billed to the ordering agency's address shown on the individual Purchase Order, Contract Award or Delivery Order, not to the Division of General Services. The ordering agency will make payment after it receives the merchandise or service and the invoice. Questions concerning payment must be addressed to the ordering agency.
3. **CONTINUING OBLIGATION OF CONTRACTOR:** Notwithstanding the expiration date of a contract resulting from this ITB, the contractor is obligated to fulfill its responsibilities until warranty, guarantee, maintenance and parts availability requirements have completely expired.

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[25]

2. ALASKA VETERAN PREFERENCE: If a bidder qualifies for the Alaska bidder preference under AS 36.30.321(a) and AS 36.30.990[25] 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[25], and is offering goods or services through an employment program as defined under 36.30.990(11), 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[25], and is a qualifying entity as defined in AS 36.30.321(d), they will be awarded an Alaskans with Disabilities Preference of ten percent (10%) in accordance with AS 36.30.321(d). A bidder may not receive both an Employment Program Preference and an Alaskans with Disabilities Preference.

8. PREFERENCE QUALIFICATION LETTER: Regarding preferences 6 and 7 above, the Division of Vocational Rehabilitation in the Department of Labor and Workforce Development maintains lists of Alaskan; [1] employment programs that qualify for preference, and [2] individuals who qualify for preference as Alaskan's with disabilities. In accordance with AS 36.30.321(i), in order to qualify for one of these preferences, a bidder must add value by actually performing, controlling, managing, and supervising the services provided, or for supplies, a bidder must have sold supplies of the general nature solicited to other state agencies, governments, or the general public.

As evidence of an individual's or a business' right to a certain preference, the Division of Vocational Rehabilitation will issue a certification letter. To take advantage of the preferences 6 or 7 above, an individual or business must be on the appropriate Division of Vocational Rehabilitation list at the time the bid is opened, and must attach a copy of their certification letter to their bid. The bidder's failure to provide this certification letter with their bid will cause the State to disallow the preference.

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

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

Phone: (907) 465-2550

Email: license@alaska.gov

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

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

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

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

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

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

- (1) holds a current Alaska business license at the time designated for bid opening;
- (2) submits a proposal for goods or services under the name appearing on the bidder's current Alaska business license;
- (3) has maintained a place of business within the state staffed by the bidder, or an employee of the bidder, for a period of six months immediately preceding the date of the bid;
- (4) is incorporated or qualified to do business under the laws of the state, is a sole proprietorship and the proprietor is a resident of the state, is a limited liability company (LLC) organized under AS 10.50 and all members are residents of the state, or is a partnership under AS 32.06 or AS 32.11 and all partners are residents of the state; and
- (5) if a joint venture, is composed entirely of ventures that qualify under (1)-(4) of this subsection.

Alaska Bidder Preference Statement

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

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

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

BIDDERS WITH DISABILITIES: The State of Alaska complies with Title II of the Americans with Disabilities Act of 1990. Individuals with disabilities who may need auxiliary aids, services, and/or special modifications to participate in this procurement should contact the Division of Supply & Services at one of the following numbers no later than ten (10) days to make any necessary arrangements.

Telephone: 269-0862

Fax: 269-0872

TDD: 269-0473

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 ten (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: <https://www.state.gov/trafficking-in-persons-report/>

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 the purchase of a New 21' PackMan welded aluminum high speed landing craft 2020 production model, for the Department of Transportation & Public Facilities, Homer M&O Station.

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.

FEDERALLY IMPOSED TARIFFS

Changes in price (increase or decrease) resulting directly from a new or updated Federal Tariff, excise tax, or duty, imposed after contract award may be adjusted during the contract period or before delivery into the United States via contract amendment.

- **Notification of Changes:** The Contractor must promptly notify the Procurement Officer in writing of any new, increased, or decreased Federal excise tax or duty that may result in either an increase or decrease in the contract price and shall take appropriate action as directed by the Procurement Officer.
- **After-imposed or Increased Taxes and Duties:** Any Federal excise tax or duty for goods or services covered by this contract that was exempted or excluded on the contract award date but later imposed on the contractor during the contract period, as the result of legislative, judicial, or administrative action may result in a price increase provided:
 - a) The tax or duty takes effect after the contract award date and isn't otherwise addressed by the contract;
 - b) The contractor warrants, in writing, that no amount of the newly imposed Federal excise tax or duty or rate increase was included in the contract price, as a contingency or otherwise.
- **After-relieved or Decreased Taxes and Duties:** The contract price shall be decreased by the amount of any decrease in Federal excise tax or duty for goods or services under the contract, except social security or other employment [taxes](#), that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Procurement Officer.
- **State's Ability to Make Changes:** The State reserves the right to request verification of Federal excise tax or duty amounts on goods or services covered by this contract and increase or decrease the contract price accordingly.
- **Price Change Threshold:** No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

CONTRACT ADMINISTRATION: The administration of this contract is the responsibility of Dan Trubiano, Procurement Officer (907) 269-0862, Central Region, Department of Transportation & Public Facilities.

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 procurement agency for a claim of, or liability for, the independent negligence of the procurement 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 procurement agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "Procurement 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 Procurement 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. 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.

BRAND AND MODEL OFFERED: Unless otherwise specified, when brand names and model numbers are used to specify the type and quality of the goods desired, bidders must clearly indicate the brand names and model numbers they intend to provide. The bidder's failure to identify the brand and model offered may cause the state to consider the offer non-responsive and reject the bid.

ANNOTATED LITERATURE: Bidders must annotate their product literature to identify for the state the location of the supporting information regarding each product specification set out in this ITB. A bidder's failure to comply with this clause, within the time set by the state, will cause the state to consider the offer non-responsive and reject the bid.

SUPPORTING INFORMATION: The state strongly desires that bidders submit all required technical, specification, and other supporting information (tests, supplemental information, drawings) with their bid, so that a detailed analysis and determination can be made by the procurement 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 so that the state can make a first-hand examination and determination. A bidder's failure to provide this supplemental information, 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.

CONTRACT PERIOD: One time purchase.

QUANTITY: Firm quantity.

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.

ACCESSORIES: When accessories are supplied, they must be certified to be compatible with the rest of the material/equipment. Certification or written statement from the manufacturer will serve as evidence satisfactory to the state that the accessories are compatible. The bidder's failure to supply this evidence within the time required by the state will cause the state to consider the bid non-responsive and reject the bid.

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

DELIVERY: Indicate, in the space provided under "Bid Schedule", the date required to make delivery after the receipt of an order. Failure to make an entry in the space provided will be construed as an offer to deliver by **JUNE 1, 2020** (est. 14 weeks) After Receipt of Order (ARO). Bids that specify deliveries beyond JUNE 1, 2020 may be considered non-responsive and the bids may be rejected.

DELIVERY CONFIRMATION: Bidders may be required to obtain a confirmation from the manufacturer that the items offered are scheduled for production in sufficient time to meet the scheduled delivery dates. A copy of the manufacturer's confirmation may be included with the bid or submitted within 10 days of the state's request. The bidder's failure to provide the manufacturers confirmation as required will cause the state to consider the bid non-responsive and reject the bid.

ADVANCE NOTICE OF DELIVERY: The contractor must notify the freight company that delivers the order that the state facility receiving the order requires 48 hours advance notice of delivery. Please coordinate delivery with station manager listed on the PO.

F.O.B. POINT: The F.O.B. point for all items purchased under this contract will be Anchorage, AK 99501. Ownership of and title to the ordered items remains with the contractor until the items have been delivered to their final destination and are accepted by the state. **The cost of all shipping and delivery is to be included in the bid price.**

PACKAGING: The cost of all packaging must be included in the price bid. All packaging must be new and suitable for shipment.

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.

INVOICES: Invoices must be sent directly to the ordering agency's address shown on the individual Purchase Order, Contract Award or Delivery Order. Question concerning payment must be addressed to the ordering agency; Kenai Peninsula M&O office (907)262-2199.

PAYMENT: The State anticipates making a single payment upon acceptance of the vessel in Anchorage, Alaska. Though unlikely, the State may entertain other payment schedules. This decision will be made solely by the State. If the contractors request for an alternate payment schedule is denied, bidders submitting bids must adhere to a single payment upon completion, sea tests and the states acceptance of the vessel. Bids contingent on any payment arrangement other than a single payment upon the states acceptance of goods may be considered nonresponsive.

THIRD-PARTY FINANCING AGREEMENTS NOT ALLOWED: Because of the additional administrative and accounting time required of state agencies when third party financing agreements are permitted, they will not be allowed under this contract.

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 finished item. The state will reject any item that does not meet the specifications of the ITB. Rejected items will be returned to the contractor at the contractor's risk and expense.

WARRANTY: The contractor shall warrant the supplied material purchased for a minimum period of 1 year from substantial completion against damage, deterioration, and defects. 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.

METHOD OF AWARD: Award will be made by lump sum to the lowest responsive and responsible bidder.

SPECIFICATIONS**OVERVIEW:**

The following describes a Munson 21' PackMan welded aluminum high speed landing craft 2020 production model. The crafts' design and construction (hull, machinery, and electrical systems) shall comply with the USCG and ABYC regulations where applicable. Technical Specifications & Detailed drawings shall be submitted with your bid. Boat shall exit the factory as a completed vessel, adhering to the following specifications.

The boat shall be constructed of highly durable marine grade materials. All components provided by the contractor shall be new with all necessary documentation (watertight, sea trials, etc.).

The delivered boat will comply with all United States Coast Guard (USCG) requirements for type and size including all applicable placarding.

GENERAL SPECIFICATIONS:

1. Hull Length: 21 feet
2. Beam: 8.5 feet
3. Transom Deadrise: 16 degrees
4. Person and Cargo Capacity: 2500 lbs.
5. Propulsion: Single 115hp Yamaha Four Stroke Outboard Motors
6. Fuel Capacity: 50 gallons
7. Bow Door Width: 64 inches
8. Bottom Plating: 1/4 inch 5086-H116
9. Side Plating: 1/4 inch 5052-H32
10. Deck Plating: 3/16 inch 5052-H32
11. Centerline Vertical Keel (CVK): 3/8" x 4" 6061-T6

HULL PACKAGE:

21' PackMan modified vee hull landing craft incorporating a 64" wide bow door.

Hull shall include two structural bulkheads; the forward collision bulk head shall be watertight, the aft bulkhead shall be limbered for drainage via bilge pump.

8" welded aluminum inspection hatches shall be installed to provide access to all below deck

Six (6) 10" welded aluminum cleats shall be installed. (3 Per Side)

A 3/4" aluminum double padeye shall be welded on centerline of the bow.

1/4" rolled plate, 7" radius bow corners shall be installed on the port and starboard sides of the bow door opening.

The transom shall be setup for outboard power and set at 103 degrees off baseline for proper outboard trim

The motor well shall be self-bailing via two 2.5" pipe drains running out through transom. Drains shall be equipped with rubber flappers to divert water from entering slop well when operating the boat in reverse.

The stern shall incorporate port and starboard corner rigging lockers, framing the motor well. Lockers will house batteries and fuel filter systems, and offer general storage. Both lockers will be outfitted with 3/16" welded aluminum weatherproof hatches with 1-1/2" angle aluminum frame, key lockable 316 series Stainless Steel "T" handle latches, welded 100mm aluminum hinges with grease fitting and Stainless Steel pins, and 1/8" thick PORON neoprene hatch seal.

316 Series Stainless Steel fastening hardware shall be used throughout the vessel.

WELDING:

The hull and superstructure shall be constructed of marine grade aluminum and MIG welded throughout.

All weld seams in the hull shall be welded 100%, both interior & exterior.

All welding shall be performed in accordance with American Welding Society D1.2-2003 procedure qualifications.

All surface areas shall be shiny, mill finish, with no grind marks, splatters, or blemishes.

HULL OUTFITTING:

1¼" Sch 40 pipe safety railings shall be installed 32" above main deck along port & stbd sides from stern to midship.

Hull shall incorporate a 2" pipe gunnel.

One (1) 1/4" x 4" Beaching wear plate shall be installed on the bow forefoot.

One (1) 26" wide side doors shall be installed. Doors shall swing inboard and forward in direction, and lock in the closed position.

Four (4) Open scuppers installed flush with the deck at midship, two (2) large pipe drains in the stern, and two (2) 1" pipe drains at the bow shall create a self-bailing main deck. Drains and scuppers shall be sized and installed in accordance with ABYC deck drainage requirements.

Four way lifting padeyes shall be installed in hull complete with stainless steel wear inserts.

Two (2) Mini Diver Dream, 2.25 lb. zinc anodes, shall be installed on brackets that are welded to the transom.

BOW DOOR OUTFITTING:

A 64 inch wide drop down bow door shall be installed to enable personnel transport.

The hull shall incorporate port and starboard bow lockers framing the door opening.

Bow door shall be operated by a 1600LB manual hand crank winch.

The winch cable runs through stainless steel cheek pulleys on each side of the door providing equal tension on both sides when opened and closed.

The bow door shall be outfitted with two (2) ¾" stainless steel positive locking pin to prevent the bow door from opening while underway.

A replaceable rubber gasket seals the bow door watertight when closed.

The inside face of the bow door shall be double plated for a smooth working surface.

FUEL SYSTEM:

A 50 gallon non-integral fuel tank shall be installed complete with fill, vent, 12V sender and fuel level gauge on console.

Fuel tank shall be built from ¼" plate, pressure tested to 4 psi and bolted into hull framing using doublers and stainless steel fasteners.

One (1) fuel filter/water separator shall be installed complete with shut off valve.

Fuel system shall comply with U.S. diurnal emission standards.

12V 140 CFM bilge blower installed in fuel tank compartment.

WHEELHOUSE:

A 36" wide center console with lexan windscreen shall be installed aft on centerline.

The console includes an angled aluminum control console face and lockable console access hatches.

One (1) Cup holder shall be installed at the console.

A two person upholstered leaning post/seat shall be installed at the console.

Two (2) Removable seat Lockers shall be installed. The locker storage compartment is accessed through 3/16" welded aluminum weatherproof hatches with 1-1/2" angle aluminum frame, 316 series Stainless Steel "T" handle latches, welded 100mm aluminum hinges with grease fitting and Stainless Steel pins, and 1/8" thick PORON neoprene hatch seal.

DAVIT:

A 3" pipe davit rated at 500lbs. working load shall be installed. Davit is 80" high with 42" reach, swivels 360 degrees and is lockable every 90 degrees.

A 12v Powerwinch Capstan 1000 shall be installed on the davit and shall be controlled by a deck-mounted foot switch. The windlass is rated at 40 feet per minute at 1000 lbs. maximum load.

A nylon open-face snatch block shall be supplied for use with the davit. The snatch block has a 1" sheave, accepts up to 1/2" diameter line, and is rated for 700lbs.

TOWING:

A 3" Sch 80 aluminum pipe tow bit with 1" 316 stainless crucifix pin shall be installed aft on centerline. The towing bit shall be sized to accept one round turn and three figure eight's of the towline.

A tow line guide shall be integrated into the motor guard.

STERN GUARDS AND PLATFORMS:

A fixed aluminum guard made from 2" aluminum pipe shall be welded to the transom to protect the outboard motor.

ELECTRICAL SYSTEM:

The vessel's electrical system shall be 12vDC.

All electrical cable shall be marine grade copper tinned boat cable and labeled for each circuit.

Cables should be routed in wire-ways wherever possible. Wherever exposed to potential damage, cables shall be protected with rubber.

Electrical cable shall be sized in accordance with the American Boat & Yacht Council.

All electrical cables shall be marked in accordance with the markings in electrical drawings.

All electrical switches shall be of a heavy-duty type and properly insulated.

The electrical system shall be grounded. In any case the hull shall not be used as part of a galvanic feeding loop.

12V DC ACCESSORIES:

One (1) 12V 6 position waterproof distribution panels shall be installed on the console.

One (1) 12V electric horn shall be installed with momentary push button on the dash.

One (1) 12V power receptacle with weather cover shall be installed.

One (1) Dual USB outlets shall be installed in the vessel, this outlet enables the charging of USB devices.

One (1) 12V 2200 GPH bilge pump shall be installed with auto float switch.

LIGHTING:

LED navigation lights shall be installed to USCG requirements.

Two (2) Rigid Industries M-Series dually LED Flood lights shall be installed on the electronics arch.

NAVIGATION ELECTRONICS:

Icom M506-01 VHF radio shall be installed complete with an 8' Shakespeare antenna mounted on the wheelhouse roof.

An electronics arch shall be installed over top of the windshield.

PAINT, GRAPHICS, AND MARKINGS:

Matson Industrial Floor Grip Non-skid deck coating applied to all walking surfaces. (Color- 223 Gray)

Non-reflective vinyl graphics shall be applied. (Specifics to be determined after order has been received)

A U.S. Coast Guard rating placard shall be installed at the dash.

A bow door warning placard shall be installed adjacent to the bow door.

A maximum capacity plaque shall be installed on the davit.

PROPULSION:

A single 115 HP Yamaha four-stroke outboard engine (F115XB) with 25" shaft shall be installed. Engine comes standard with power trim/tilt and stainless steel propeller. The propeller shall be selected for optimized engine performance.

A Teleflex SeaStar hydraulic steering system shall be installed. Installation includes 1.7 cubic inch helm pump (HH5271) and steering cylinder (HC5345).

A two-battery engine start bank shall be installed. Batteries are connected by a selector switch, allowing the engine to be started via either battery or with both batteries in parallel.

Engine shall be installed with mechanical throttle and shift cables, 6YC digital display, single-engine Command Link binnacle control, single-engine key switch and emergency shutoff lanyard.

TRAILER:

Vessel shall include one (1) EZ Loader TEZB19-22/24 4,700lb capacity galvanized tandem axle bunk trailer complete with surge disc brakes on both axles, 2" ball receiver, manual strap winch, safety chain, heavy duty jack stand, DOT approved lighting, spare tire with carrier.

SEA TRIALS:

Vessel shall undergo testing (Sea Trials) after completion to verify proper function and performance of all systems.

DOCUMENTATION:

Operation & Maintenance Manual(s) shall be supplied with the craft; to include OEM technical literature for all supplied equipment, operator/safety instructions, as-built boat drawings, as-built electrical system drawings.

Original Bill of Sale and Manufacturer's Statement of Origin documents shall be delivered with the boat conveying free and clear title(s).

BRAND NAME/MODEL/SPECS:

Unless otherwise specified in the ITB, product brand names or model numbers are examples of the type & quality of product required. If the specifications/features describing an item conflict with a brand name or model number, the brand name or model # listed in the bid schedule govern. Reference to brand name or number does not preclude an offer of **equal** or **better product**, if full specifications, drawings and descriptive literature are provided for the product. Failure to provide such specifications, drawings and descriptive literature within the time required by the State may cause the State to consider the bid non-responsive and reject the bid.

BID SCHEDULE

ITEM 1. F.O.B. Point: Anchorage, AK 99501 **Contact:** Sean Montgomery (907) 444-1945 (907) 262-1187

Item	Description	Qty	Total Price
1	<p style="text-align: center;">MUNSON 2020 PRODUCTION MODEL 21' PACKMAN WELDED-ALUMINUM LANDING-CRAFT (per specifications)</p> <p style="text-align: center;"><i>or State approved equivalent or better</i></p>	1 EA	\$

Brand/Model Offered: _____

The bidder's failure to identify the brand and model offered may cause the bid to be considered non-responsive and the bid may be rejected.

Guaranteed Delivery: _____/date

Bids that specify deliveries beyond **June 1, 2020** may be considered non-responsive and the bids may be rejected. **The cost of all shipping, handling and delivery must be included in the bid price.**

TECHNICAL SPECIFICATIONS & DRAWINGS ATTACHED? _____ YES _____ NO

Bids submitted without technical specifications & detailed drawings may be considered nonresponsive and bids may be rejected.

BID SCHEDULE cont.**BIDDER'S INFORMATION:**

Company Name

Contact

Mailing Address

Phone Number

City, State, Zip

Fax Number**DOCUMENTS REQUIRED AT TIME OF BID OPENING:**

- Complete and submit Page 1 of the ITB
- Complete and submit Bid Schedule (pages 16 & 17)
- Technical Specifications & Drawings
- All Mandatory Return Amendments (if applicable)

DOCUMENTS REQUIRED UPON CONTRACT AWARD:

- Alaska Business License
- Insurance