



STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION
AND PUBLIC FACILITIES

Sealed Bid Sale
Ro-Ro Car / Passenger
Catamaran Type Ferry
FVF CHENEGA & FVF FAIRWEATHER

PUBLISHED DATE: Oct. 15, 2020

SEALED BID SALE No.: 2521S019

**SEALED BID DUE BEFORE: 3:00 PM ALASKA
TIME, DEC. 15, 2020**

Invitation for Sealed Bids

NOTICE IS HEREBY GIVEN that the State of Alaska, Department of Transportation and Public Facilities (the Department) has concluded that the FVF Chenega and FVF Fairweather ro-ro car and passenger catamaran type ferries are excess to its present and future transportation needs. Consequently, the Department is exercising its authority under AS 19.05.040(8) to dispose of this property. The FVF Chenega and FVF Fairweather are sister ships, constructed to the same plans and specifications.

This is a Sealed Bid Sale for the purchase of the FVF Chenega and FVF Fairweather described in the attached Vessel Specifications, Vessel History and Condition Report, GA Set Drawings, and Deck Plans. Bids can be submitted for either of or both of the vessels.

The FVF Chenega and FVF Fairweather will be sold by the Department "AS IS, WHERE IS".

The Department has established reserve prices for the sale of the FVF Chenega and the FVF Fairweather. This value is not being disclosed to interested parties during this advertisement. The value will be announced at the sealed bid opening. The Department will sell the FVF Chenega and FVF Fairweather to the highest bidder(s) at or above the reserve prices. The Department reserves the right through this notice to negotiate with the highest bidder, if the Department does not receive any bids at or above the reserve prices.

The Sealed Bid Opening will occur at the date, time and place as follows:

Date/Time: December 15, 2020, 3:00 p.m. Alaska Time

Location: Alaska Dept. of Transportation & Public Facilities
Conference Room 325
3132 Channel Drive, Juneau, Alaska

Interested parties must register via email with the DOT&PF Contractor.

Per the below General Terms of Sale, 4 - Inspection, the DOT&PF Contractor listed below is the sole contact for any request to inspect the vessel(s).

Contact Information:

DOT&PF Contractor:

John C. Wynne, DOT&PF Contractor
(907) 465-8949
john.wynne@alaska.gov

DOT&PF Procurement Officer:

Tom Mayer, Procurement Specialist IV
(907) 465-8855
tom.mayer@alaska.gov

Instructions to Bidders

1. Additional Information

The Department, at the address given in this Invitation for Sealed Bids, will, upon request, provide additional information concerning the vessel offered to facilitate preparation of bids.

2. Submittal of Sealed Bids

The outside of the envelope containing the sealed bid must be marked: Sealed Bid Sale No. 2521S019.

If submitting via email, the subject matter of the email must state: **Sealed Bid Sale No. 2521S019**. Emails must be submitted to both the DOT&PF Contractor and the DOT&PF Procurement Officer listed above.

Please note that email transmission is not instantaneous. Similar to sending a hard copy bid, if you are emailing your bid, the state recommends sending it enough ahead of time to ensure the email is delivered by the deadline for receipt of bid.

It is the bidder's responsibility to contact the issuing agency at 907-465-8949 to confirm that the bid has been received. The state is not responsible for unreadable, corrupt, or missing attachments.

3. Bid Forms

Each prospective bidder must complete and execute the Sealed Bid Form(s) attached in this Invitation for Sealed Bids, furnishing all requested information. The signature must be: (a) a handwritten, ink signature or (b) an electronic signature that, consistent with the Uniform Electronic Transactions Act, AS 09.80.010 *et seq.*, is executed or adopted by a person with the intent to sign the bid. In either case, the signatory must be a person authorized to sign any resulting purchase contract on behalf of the bidder.

Bids shall be filled out legibly with all strikeouts and corrections initialed by the person signing the bid.

The Department will reject an incomplete bid. Departmental grounds for finding a bid incomplete include bidder's failure to: properly execute the bid, furnish all requested information, or initial strikeouts or corrections.

Neglect or inadvertence on the part of the bidder in preparing the bid confers no right for withdrawal or modification of the bid.

4. Bid Deposit

Each bidder must submit a Bid Deposit in the amount of \$25,000 for each vessel, along with a self-addressed envelope for the return of the unsuccessful bidders Bid Deposit. A Bid Deposit must accompany each bid submitted. All Bid Deposits must be in the form of a certified check or cashier's check payable to the order of the "State of Alaska, Department of Transportation & Public Facilities". Failure to so provide such bid deposit will result in rejection of the bid. Wire Transfers will also be accepted for Bid Deposits. See instructions below for submitting Wire Transfers.

Upon acceptance of a bid, the Department will apply the bid deposit of the successful bidder toward the purchase price of the vessel(s).

The Department will return the bid deposit of all unsuccessful bidders within 10 days of identifying the successful bidder.

Instructions for United States (Domestic) Entities to Submit a Bid Deposit Via Wire Transfer

For Domestic entities submitting a bid and Bid Deposit, Wire transfers are acceptable. Such Wire Transfer must be in U.S. funds. The foreign bidder must request the State of Alaska, Department of Revenue, Wire Transfer Instructions sheet from the DOT&PF Contractor and follow the instructions provided on that Wire Transfer Instructions sheet. Such Wire Transfers are usually received by the State two (2) days after they are made. All such Wire Transfers must be received by the State of Alaska, Department of Revenue before 3:00pm on December 15, 2020, the Due Date for all bids for IFSB #2521S019. Any such Wire Transfer must note on the Wire Transfer: SOA Bid 2521S019.

Any Wire Transfer received by the State of Alaska after the bid Due Date will result in the rejection of the bid. Please consider the cost of the Wire Transfer through whatever financial institution that you are processing it through, so that the actual Wire Transfer amount received by the State is the same as the amount stated on your IFSB sealed bid form.

If any bid is not accepted by the Department for which the Bid Deposit was in the form of a Wire Transfer, those funds will be returned to the bidder through another Wire Transfer, within 10 days of identifying the successful bidder. With the submission of the Wire Transfer, the bidder must also submit, via email, to the listed DOT&PF Contractor and DOT&PF Procurement Officer, the State of Alaska, Department of Revenue, Wire Request Form, to allow for the return of the Bid Deposit to any unsuccessful bidder.

Instructions for Foreign Entities to Submit a Bid Deposit Via Wire Transfer

For foreign entities submitting a bid and Bid Deposit, Wire transfers are acceptable. Such Wire Transfer must be in U.S. funds. The foreign bidder must request the State of Alaska, Department of Revenue, Wire Transfer Instructions sheet from the DOT&PF Contractor and follow the instructions provided on that Wire Transfer Instructions sheet. Such Wire Transfers are usually received by the State two (2) days after they are made. All such Wire Transfers must be received by the State of Alaska, Department of Revenue before 3:00pm on December 15, 2020, the Due Date for all bids for IFSB #2521S019. Any such Wire Transfer must note on the Wire Transfer: SOA Bid 2521S019.

Any Wire Transfer received by the State of Alaska after the bid Due Date will result in the rejection of the bid. Please consider the cost of the Wire Transfer through whatever financial institution that you are processing it through, so that the actual Wire Transfer amount received by the State is the same as the amount stated on your IFSB sealed bid form.

If any bid is not accepted by the Department for which the Bid Deposit was in the form of a Wire Transfer, those funds will be returned to the bidder through another Wire Transfer, within 10 days of identifying the successful bidder. With the submission of the Wire Transfer, the bidder must also submit, via email, to the listed DOT&PF Contractor and DOT&PF Procurement Officer, the State of Alaska, Department of Revenue, International Wire Request Form, to allow for the return of the Bid Deposit to any unsuccessful bidder.

5. Notice of Acceptance or Rejection

Effective notice of bid acceptance occurs as soon as the Department transmits written notice of acceptance to the selected high bidder or its duly authorized representative at the address indicated in the bid documents. The Department's processing of a bid deposit shall not, in itself, constitute acceptance of the bidders offer.

The Department reserves the right to reject any or all bids or portions thereof. Effective notice of bid rejection occurs as soon as the Department places a bid deposit in the self-addressed envelope furnished by the rejected or unsuccessful bidder and deposits the envelope in the custody of the parcel delivery service chosen by the bidder, or the date the State initiates the return of the Bid Deposit via Wire Transfer.

6. Relocation Plan

The apparent successful bidder must provide the Department with a written plan for relocating the vessel(s) from their current location at Ward Cove, Ketchikan, Alaska to the bidder's proposed location. The bidder must provide its written plan within three (3) days of the Department's request. If, in its discretion, the Department concludes that the plan does not provide for timely or safe vessel relocation, it may reject the bid. The Department's plan review is solely for its own purpose. It does not constitute an assumption of responsibility by the Department to the bidder or others; nor does it relieve the bidder from determining to its own satisfaction that the plan is adequate.

7. Binding Effect

By submitting a bid, the bidder conclusively acknowledges that it has done so with full knowledge of all terms, conditions, and requirements contained in this Invitation for Sealed Bids.

8. Waiver of Information or Irregularities

The Department may, at its discretion, waive any minor informality or irregularity in bids received.

General Terms of Sale

1. Terms – "Invitation for Sealed Bids"

The term "Invitation for Sealed Bids" as used herein refers to the foregoing Invitation for Sealed Bids, and its schedule; the Instructions to Bidders; the general terms of sale set forth herein; and the provisions of the Terms of Sale, and Bid Form all as may be modified and supplemented by any addenda that may be issued prior to the time fixed in the Invitation for Sealed Bids for the opening of bids.

2. Descriptions in Invitation for Sealed Bids

The Department possesses the good faith belief that the description of the vessels set forth in the Invitation for Sealed Bids and any other information it has provided is true and correct. Nevertheless, if it has inadvertently provided erroneous information or omitted material information, such error or omission shall not constitute grounds for a bidder to rescind its bid, refuse to proceed with purchase of the vessel(s), rescind a vessel purchase contract, or assert a claim against the Department for allowance, refund, or deduction from the purchase price.

3. Questions Prior to the Submission of Sealed Bids

All questions must be in writing and directed to the DOT&PF Contractor listed above, via email. The interested party must confirm telephone conversations in writing, via email. Two types of questions generally arise. One may be answered by directing the questioner to a specific section of the IFSB. These questions may be answered over the telephone. Other questions may be more complex and may require a written amendment advisory to the IFSB, which will be posted on the State Online Public Notice website. The DOT&PF Contractor will make that decision.

4. Inspection

Bidders are invited, urged, and cautioned to inspect the vessels to be sold prior to submitting a bid. The failure of any bidder to inspect, or to be fully informed as to the condition of all or any portion of the vessel offered, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid after the bid opening or auction. The bidder is responsible for all costs associated with traveling to conduct the vessel inspection.

The DOT&PF Contractor listed above is the sole contact for any request to inspect the vessel(s). The DOT&PF Contractor will meet the prospective bidder or their representative at the location of the vessels in Ketchikan, Alaska to conduct the inspection. The DOT&PF Contractor is located in Juneau, Alaska and will need to fly to Ketchikan for any such vessel inspections. Plan for the vessel inspections to take at least four (4) hours for each vessel.

Non-Alaskan Bidders COVID-19 Requirements

The only passenger airline servicing the Ketchikan International Airport is Alaska Airlines. Alaska Airlines requires all passengers to wear a mask on their aircraft.

All Non-Alaska Residents entering Alaska from another state or country **must, prior to travel to Alaska:** Submit a State of Alaska Travel Declaration and Self-Isolation Plan Through the Portal.

<https://covid19.alaska.gov/travelers/#nonres>

And -

Arrive with proof of a qualifying negative COVID-19 test.

The Ketchikan International Airport Traveler Testing Site is located adjacent to the Airport Terminal Building. After deplaning, interstate and intrastate travelers will go through the screening process near the Baggage Claim area. And, if a COVID-19 test is needed, will proceed to the Testing Tent immediately outside of the exit door by Baggage Claim. The Airport Traveler Testing Site is open: 7:45 to 9:00 a.m., 12:15 to 2:00 p.m., and 4:15 to 9:00 p.m.

Wear a Mask. There is no mandate or requirement by the Ketchikan Gateway Borough for the use of masks by the public, however health and science experts recommend that you wear a mask in public wherever social distancing is challenging. Bidders traveling to Ketchikan are encouraged to check the Ketchikan Gateway Borough COVID-19 Response webpage prior to departure for any changes to local COVID-19 updates:

<https://www.kgbak.us/913/COVID-19-Response>.

Ketchikan International Airport Access

There is no road or bridge to the Ketchikan International Airport. A ferry leaves the airport side of the Tongass Narrows on the hour and half hour and the Ketchikan side on the quarter hours every day. The first run of the day leaves the Ketchikan side at **6:15** am and the last run of the day leaves the airport side at **9:30 pm**.

Car rentals are available next to the airport baggage claim. Round trip ferry tickets can be purchased along with your rental car.

5. Condition of Vessels

The vessels are offered for sale and will be sold "AS IS" and "WHERE IS" without representation, warranty, or guaranty as to quality, character, condition, or kind, or that the same is in condition or fit to be used for the purpose for which intended, and no claim for any allowance or deduction upon such grounds will be considered after the bid opening or conclusion of the sale. See the list below of vessel specifications and condition reports attached to this Invitation For Sealed Bids.

6. Vessel VSAT Equipment

The FVF Chenega and FVF Fairweather are each equipped with Intellian V100 VSAT antennae that are about 7 years old. The VSAT equipment in the IT rack for each vessel has been removed, although all of the wiring to the antenna is still in place. VSAT wiring diagrams for each vessel will be provided to the successful bidder(s).

7. Vessel Certificates, Manuals, Reports, Records, Plans and System Drawings

All AMHS vessel certificates, manuals, reports, records, plans and system drawings will be turned over to the successful bidder(s) when they take possession of the respective vessel(s) which they have purchased. This includes the electronic versions of these documents. These Manuals include: AMHS High Speed Craft Operating Manual, AMHS Engineers Operating Manual, High Speed Craft Maintenance & Servicing Manual, High Speed Craft Route Operating Manual and High Speed Craft Training Manual.

7. Detailed Pictures of Each Vessel

Bidders seriously considering submitting a bid for either or both vessels, can request detailed pictures, taken in August 2020, of the exterior and PAX and Crew Only areas, including all Bridge areas, Engines Rooms and all compartments of each vessel. Each picture is clearly labeled to identify what it is and where on the vessel it was taken, to provide a virtual tour. To obtain copies of these detailed pictures, send the DOT&PF Contractor listed above an email request, stating which vessel you would like the pictures of. Due to the size of the picture files, you will be sent a ZendTo site link for each vessel. You will have only four (4) days from notice of receipt of the ZendTo file(s) to retrieve the files posted on the ZendTo link.

We encourage interested parties to physically tour the FVF Chenega and FVF Fairweather to determine how each vessel may meet their needs. Please refer to paragraph #4 above to arrange for and coordinate any such vessel inspection.

8. Contract

The Invitation for Sealed Bids, and the bid when accepted by the Department, shall constitute an agreement for sale between the successful bidder and the Department. The Parties will further memorialize this contract with a Purchase & Sale Agreement following bid acceptance. No oral statements or representations made by, or for, or on behalf of either party shall be a part of such contract. Nor shall the contract, or any interest therein, be transferred or assigned by the successful bidder without consent of the Department, and any assignment transaction without such consent shall be void.

9. Location of Vessels

The FVF Chenega and the FVF Fairweather are currently moored in Ketchikan, Alaska, under a lay-up contract with Ward Cove Industries. When an offer is received and accepted by the State, the following clause of the State's Purchase & Sale Agreement will be invoked with regard to mooring costs:

“Once the Parties have closed this transaction by exchanging the purchase price balance and the bill of sale, title to and possession of the Vessel(s) transfers from Seller to Buyer, even if other documents are exchanged or recorded at a different time and place.”

10. Holdover Moorage Rates

The costs established by Ward Cove Industries for the FVF Chenega and FVF Fairweather for moorage at their dock are shown in the Attachment P Holdover Moorage Rates documents from Ward Cove Industries, which would take effect upon transfer of possession of the FVF Chenega and FVF Fairweather to the buyer(s). If bidders should have any questions regarding this attached document, please contact:

David Martin
Ward Cove Group
dmartin@wcgak.com
(907)617-7947

Please also cc the DOT&PF Contractor and DOT&PF Procurement Officer listed above with any inquiries sent to Ward Cove Group.

11. Payment

The successful bidder must pay the Department the full balance of the purchase price either by certified check, cashier's check or Wire Transfer. There is not a State tax on the sale of State surplus property.

12. Choice of Law; Jurisdiction; Costs & Attorney Fees

This Agreement is governed by the laws of the State of Alaska. Claims arising in connection with this Invitation to Bid are governed by the Alaska Procurement Code, AS 36.30.005 et seq. In the event an issue arising in connection with the Department's disposal of the vessel does not fall within the scope of the Procurement Code, then that issue shall be litigated in superior court in Juneau, Alaska, to the exclusion of courts of all other states or countries. The Parties acknowledge that if they engage in litigation in connection with this Agreement, the non-prevailing party shall pay the costs and actual, reasonable attorney fees incurred by the prevailing party.

Attachments

Attachment A-1 - Sealed Bid Form FVF Chenega

Attachment A-2 - Sealed Bid Form FVF Fairweather

Attachment A-3 - Sealed Bid Form FVF Chenega & FVF Fairweather

Attachment B - FVF Chenega Specifications

Attachment C - FVF Fairweather Specifications

Attachment D - FVF Chenega Pictures

Attachment E - FVF Fairweather Pictures

Attachment F - FVF Vessel Layout Drawings

Attachment G – FVF General Arrangements (GA) Drawings (Chenega & Fairweather)

Attachment H – FVF Chenega DNV-GL Annual 2020 Survey Statement

Attachment I – FVF Fairweather DNV-GL Annual 2020 Survey Statement & 835's

Attachment J – FVF Chenega Condition Report (Glosten) April 2019

Attachment K - FVF Fairweather Conditon Report (Glosten) April 2019

Attachment L - FVF Chenega Trim & Stability Book (Glosten) 2012 + USCG Stability Letters 2012

Attachment M - FVF Fairweather Trim & Stability Book (Glosten) 2012 + USCG Stability Letters 2012

Attachment N - FVF Chenega Intact and Damage Stability Report (Glosten) 2012

Attachment O - FVF Fairweather Intact and Damage Stability Report (Glosten) 2012

Attachment P - Ward Cove Group FVF Chenega and FVF Fairweather Holdover Moorage Rates

Attachment Q - Ward Cove Group - Appendix A - Items Not Included in the Vessel Sale

Attachment R – State's Purchase & Sale Agreement CHE & USCG Bill of Sale

Attachment S - State's Purchase & Sale Agreement FWX & USCG Bill of Sale