

INVITATION TO BID

INVITATION NUMBER 220000021

RETURN THIS BID TO THE ISSUING OFFICE AT:



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

THIS IS NOT AN ORDER

DATE ITB ISSUED: 2/14/2022

ITB TITLE: VESSEL CHARTER – St. Matthew Island Section (Area ‘Q’ of the Bering Sea), Alaska, Blue King Crab Survey

SEALED BIDS MUST BE SUBMITTED TO THE OFFICE FROM WHICH THEY WERE ISSUED AND MUST BE TIME AND DATE STAMPED BY THE PURCHASING SECTION PRIOR TO 1:30 PM ON 3/16/2022 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 thereunder 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.

_____	_____	DOES YOUR BUSINESS QUALIFY FOR THE ALASKA BIDDER’S PREFERENCE? [] YES [] NO
Dave Mitchell CONTRACTING OFFICER	COMPANY SUBMITTING BID	
	_____	SEE ITB FOR EXPLANATION OF CRITERIA TO QUALIFY.
TELEPHONE NUMBER 907-465-4131 ph. 907-465-6181 fax Email: dave_mitchell@fishgame.state.ak.us	AUTHORIZED SIGNATURE	

	PRINTED NAME	

	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. 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
Alaska Department of Fish and Game Division of Administrative Services Procurement Office PO Box 115526 1255 West 8 th St Juneau, AK 99801
ITB No.: 220000021
Opening Date: <u>3/16/2022</u>

ELECTRONIC BID SUBMISSION: Bids may be emailed to 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. The entire bid, including all amendments, must be received no later than the deadline for receipt of bids. It is the bidder's responsibility to contact the issuing office at (907)465-4131 to confirm that the entire 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.

PREFERENCES:

1. ALASKA BIDDER PREFERENCE: Award will be made to the lowest responsive and responsible bidder after an Alaska bidder preference of five percent (5%) has been applied. The preference will be given to a person who: (1) holds a current Alaska business license at the time designated in the invitation to bid for bid opening; (2) submits a bid for goods or services under the name on the Alaska business license; (3) has maintained a place of business within the state staffed by the bidder, or an employee of the bidder, for a period of six months immediately preceding the date of the bid; (4) is incorporated or qualified to do business under the laws of the state, is a sole proprietorship and the proprietor is a resident of the state, is a limited liability company organized under AS 10.50 and all members are residents of the state, or is a partnership under AS 32.06 or AS 32.11 and all partners are residents of the state; and, (5) if a joint venture, is composed entirely of ventures that qualify under (1) - (4) of this subsection. AS 36.30.170, AS 36.30.321(a) and AS 36.30.990(2)

2. ALASKA VETERAN PREFERENCE: If a bidder qualifies for the Alaska bidder preference under AS 36.30.321(a) and AS 36.30.990(2) and is a qualifying entity as defined in AS 36.30.321(f), they will be awarded an Alaska veteran preference of five percent (5%). The preference will be given to a (1) sole proprietorship owned by an Alaska veteran; (2) partnership under AS 32.06 or AS 32.11 if a majority of the partners are Alaska veterans; (3) limited liability company organized under AS 10.50 if a majority of the members are Alaska veterans; or (4) corporation that is wholly owned by individuals and a majority of the individuals are Alaska veterans, and may not exceed \$5,000. The bidder must also add value by actually performing, controlling, managing, and supervising the services provided, or for supplies, the bidder must have sold supplies of the general nature solicited to other state agencies, other governments, or the general public - AS 36.30.321(i).

3. USE OF LOCAL FOREST PRODUCTS: In a project financed by state money in which the use of timber, lumber and manufactured lumber is required, only timber, lumber and manufactured lumber products originating in this state from Alaska forests shall be used unless the use of those products has been determined to be impractical, in accordance with AS 36.15.010 and AS 36.30.322.

4. LOCAL AGRICULTURAL AND FISHERIES PRODUCTS PREFERENCE: When agricultural, dairy, timber, lumber, or fisheries products are purchased using state money, a seven percent (7%) preference shall be applied to the price of the products harvested in Alaska, or in the case of fisheries products, the products harvested or processed within the jurisdiction of Alaska, in accordance with AS 36.15.050.

5. ALASKA PRODUCT PREFERENCE: A bidder that designates the use of an Alaska Product which meets the requirements of the ITB specification and is designated as a Class I, Class II or Class III Alaska Product by the Department of Community & Economic Development shall receive a preference in the bid evaluation in accordance with AS 36.30.332 and 3 AAC 92.010.

6. EMPLOYMENT PROGRAM PREFERENCE: If a bidder qualifies for the Alaska bidder preference under AS 36.30.321(a) and AS 36.30.990(2), and is offering goods or services through an employment program as defined under 36.30.990(12), they will be awarded an Employment Program Preference of fifteen percent (15%) in accordance with AS 36.30.321(b).

7. ALASKANS WITH DISABILITIES PREFERENCE: If a bidder qualifies for the Alaska bidder preference under AS 36.30.321(a) and AS 36.30.990(2), and is a qualifying entity as defined in AS 36.30.321(d), they will be awarded an Alaskans with Disabilities Preference of ten percent (10%) in accordance with AS 36.30.321(d). A bidder may not receive both an Employment Program Preference and an Alaskans with Disabilities Preference.

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.

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.

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.

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.

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.

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 Contracting Officer one of the following numbers no later than 10 days 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 Alaska Veterans Preference, Employment Program Preference, or Alaskans with Disabilities Preference, a bidder must add value by actually performing; controlling, managing, and supervising the services provided, or a bidder must have sold supplies of the general nature solicited to other state agencies, governments, or the general public.

CONTRACT PERFORMANCE LOCATION: By signature on their bid, the bidder certifies that all services provided under this contract by the contractor and all subcontractors shall be performed in the United States.

If the bidder cannot certify that all work will be performed in the United States, the bidder must contact the procurement officer in writing to request a waiver at least 10 days prior to the deadline for receipt of bids.

The request must include a detailed description of the portion of work that will be performed outside the United States, where, by whom, and the reason the waiver is necessary.

Failure to comply with these requirements may cause the state to reject the bid as non-responsive, or cancel the contract.

HUMAN TRAFFICKING: By signature on their bid, the bidder certifies that the bidder is not established and headquartered or incorporated and headquartered in a country recognized as Tier 3 in the most recent United States Department of State's Trafficking in Persons Report.

The most recent United States Department of State's Trafficking in Persons Report can be found at the following website:

<http://www.state.gov/g/tip/>

Failure to comply with this requirement will cause the state to reject the bid as non-responsive, or cancel the contract

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

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

CONTRACT ADMINISTRATION: The administration of this contract is the responsibility of the Procurement Officer (or project manager), Department of Fish and Game

INDEMNIFICATION: The contractor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act of the contractor under this agreement. The contractor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the contractor and the independent negligence of the Contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "Contracting agency", as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the Contracting agency's selection, administration, monitoring, or controlling of the contractor and in approving or accepting the contractor's work.

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

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

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

INVOICES: Invoices must be sent directly to the ordering agency's address shown on the individual Purchase Order, Contract Award or Delivery Order. The ordering agency will only make payment after it receives the merchandise or service and the invoice. Question concerning payment must be addressed to the ordering agency.

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.

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

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.

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.

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.

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.

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.

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 \$300,000.00 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 coverage's 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# 220000021 for Vessel Charter – St. Matthew Island Section (Area 'Q' of the Bering Sea), Alaska, Blue King Crab special project survey."

ITB 220000021
PROJECT SPECIFIC TERMS AND SCOPE OF DUTIES:

PURPOSE: To contract for the use of a fully functional crab fishing vessel by the Alaska Department of Fish and Game (ADF&G) as living quarters and operations base for activities relating to blue king crab research in waters west of 172° West longitude in the St. Matthew Island Section (Area ‘Q’ of the Bering Sea), Alaska. The vessel must be manned by a **USCG licensed captain** and a minimum of four (4) additional vessel crew (one of the four may be for watch and cook duties, and not fishing duties). ADF&G will place four (4) department personnel aboard the vessel to study captured crabs and other marine life, and to monitor all catches. This charter period is estimated to last for up to twenty-six (26) days.

LENGTH OF CONTRACT: The charter period will be for up to twenty-six (26) continuous days beginning approximately August 20. The starting date may be adjusted as late as September 1 or as early as August 15, with mutual consent between ADF&G and the successful bidder/contractor.

Length of the charter period will not exceed twenty-six (26) days. The charter itinerary is estimated to be as follows:

DAY 1	Load pots, gear, and research equipment Depart Dutch Harbor
DAY 2	Travel to St. Matthew Island study area
DAY 3 TO DAY 24	Conduct at-sea king crab research
DAY 25 TO DAY 26	Travel from St. Matthew Island Section study area returning to Dutch Harbor Offload gear and research equipment

ESTIMATED USE: The charter dates and length of the charter referenced in this ITB are the State’s estimated requirements. The State does not guarantee a minimum or maximum number of charter days. However, for the purpose of bid evaluation the State will assume the use of twenty-six (26) contract days.

PAYMENT FOR THE CHARTER: The contractor will be paid the daily amount bid up to the maximum twenty-six (26) days. Any days spent shoreside by the vessel captain and crew conducting activities involving repairing, loading and unloading ADF&G gear and equipment will be paid at the daily charter rate, up to and included within the maximum twenty-six (26) days. Payment for partial calendar day charter vessel operation during the twenty-six (26) continuous day charter period will be prorated on an hourly basis from the daily charter vessel rate. For the purposes of this contract, a charter day is 24 hours commencing at 12:00AM and ending at 11:59PM. Prorated hourly rates are 1/24th the daily rate.

CANCELLATION: The State will have the sole discretion to cancel any contract that results from this ITB.

LOCATION OF VESSEL OPERATION: The vessel is required to operate in the waters between 59°30’ to 60°48’ North latitude and 172°00’ to 174°00’ West longitude in the St. Matthew Island area, Alaska. The vessel will also be required to operate near St. Matthew Island in waters 11 fathoms or greater in depth.

A special project, if conducted, could require the vessel to operate in waters west of 174°00’ West longitude.

- **The charter will begin and end in Dutch Harbor, Alaska** •

CAPTAIN AND CREW ABOARD THE VESSEL: This contract requires a USCG-licensed vessel captain and a minimum of four (4) crewmembers. Four (4) crewmembers are required due the workday length and night watches. One of the four (4) crewmembers may be for non-fishing activities only, such as night watch and cook duties. *Experience and licensing requirements for the vessel captain and crew are listed under “Vessel Crew Requirements” on a following page.*

STATE PERSONNEL ABOARD THE VESSEL: During this charter period, the State will place four (4) ADF&G crewmembers aboard the vessel.

VESSEL INSPECTION: The vessel will be subject to inspection by ADF&G. Representatives of the State will inspect the vessel prior to the issuance of the Notice of Intent to Award.

The apparent low bidder must, within ten (10) days of the close of this bid period, submit to the State:

- a) copy of the vessel’s most recent marine survey (within last 5 years)
- b) letter of stability
- c) copy of the vessel’s most recent audio gauge test of the hull (waterline to keel) accompanied with information on any repairs made to hull since that time

The vessel must be available for inspection at a specified location mutually agreed upon by the bidder/contractor within thirty (30) days of close of this bid period. The vessel owner (or designee) **must be present** at the time of inspection.

The vessel must meet safety requirements set forth in 46 CFR § 28. A USCG Commercial Fishing Vessel Safety Exam (sticker) valid for the charter period, reflecting the total number of vessel and ADF&G crew during the charter, must be in possession and a copy submitted to ADF&G. If, at the time of inspection, a vessel does not meet this requirement, a mutually agreed upon date certain will be determined by which the vessel must be in compliance.

If, at the time of inspection, a vessel fails to meet the ITB vessel requirements, the State may consider the offer non-responsive and reject the bid or terminate the contract.

By date certain, to be set at the time of vessel inspection, all of the equipment called for in this ITB must be installed and functional. The successful bidder must pay the cost of all the equipment and any vessel alterations needed to meet the requirements of this ITB.

If, at the date certain for total ITB compliance, a vessel fails to meet the ITB requirements, the State may terminate the contract.

SEAWORTHINESS: Inspection of the vessel is not intended to convey acceptance by the State nor should it be considered conclusive evidence that the State believes the vessel is seaworthy. If, during ADF&G’s inspection or at any time during the subsequent term of the contract, conditions are noted that might affect the safety or seaworthiness of the vessel, the State will arrange for further inspection by a person with the appropriate credentials to determine if the condition of the vessel is suitable to safely carry out charter operations.

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 Alaska Statute 16.05.815 (c), which prohibits copying or distributing in any manner to the public any information on crab catch by sampling location prior to the close of the fishing season for which the survey was conducted. For purposes of this charter, the close of the fishing season is considered to be February 1, 2023 for king crab and May 31, 2023 for snow crab (dates subject to change if 2022/23 crab fishing regulations change).

VESSEL REQUIREMENTS:

- A. Length of not less than one hundred-ten (110) feet. Length will be determined by measuring the length overall from the foremost part of the hull to the aftermost part of the hull, excluding bowsprits, rudders, accessory brackets and similar fittings and attachments.
- B. Vessel main engine(s) must be diesel powered and a minimum total of 900 horsepower. Bids offering gasoline-powered engines will be rejected as non-responsive.
- C. Minimum cruising speed in calm seas (without pots on deck or crab in holding tanks) must be at least 10 knots.
- D. Two (2) anchors with ground tackle; all of the size and type required for the size and type of vessel chartered. *(Note: In lieu of a second anchor, a plan of operation to assure retrieval of a lost main anchor may be presented at the time of vessel inspection and will be assessed. If approved, the second anchor requirement may be waived; approval is not guaranteed.)*
- E. Deck capacity to store, set, and retrieve up to ninety (90) king crab pots measuring approximately 7' x 7' x 2.8'.
- F. Minimum five hundred (500) square feet of flat, clear, exterior deck work space for ADF&G personnel (this does not include deck space square footage occupied by pots). Vessels with shelter decks are highly preferred. The work area must be well-lit (direct lights within a radius of six feet of ADF&G personnel) to permit detailed work at night. If fixed lighting is unavailable, responsive vessels must have mobile lighting, power cords, and all associated accessories to make a temporary installation of required lighting. Deck should be in good and safe condition (for example, no large gaps near hatch covers or holes in decking due to broken planks).
- G. Sleeping space to accommodate four (4) ADF&G personnel, in addition to sleeping space for each of the vessel captain and crew. Sleeping space for each person on vessel must be a permanent space designed for sleeping (e.g. a built-in bunk). No sleeping spaces may be in common use areas. Each sleeping space used by ADF&G personnel must be at least twenty-five (25) inches in width at the shoulders and seventy-seven (77) inches long in a usable rectangle-like shape.
- H. Minimum twelve (12) square feet of flat, clear, interior workspace for daily data entry and work by ADF&G personnel. Galley table is acceptable. One 110-volt AC outlet must be available near this area.
- I. Minimum six (6) square feet of flat, clear, interior workspace, other than galley table, for semi-permanent installation of an electronic data entry device during the charter period. One 110-volt AC outlet must be available near this area. Wheelhouse space is acceptable; stateroom table or desk space with seating preferred.
- J. Minimum (3) square feet of flat counter space in wheelhouse for semi-permanent installation of Olex computer box, monitor and keyboard during the charter period.
- K. Minimum fifty-four (54) cubic feet of secure interior storage for ADF&G research equipment.
- L. Minimum nine (9) cubic feet of dry storage drawer space for ADF&G equipment.
- M. Stove, oven, sink, galley table, and all materials and equipment necessary for daily meal preparation, cooking, and clean up.
- N. Refrigerated storage space sufficient to maintain food for all onboard personnel for twenty-six (26) continuous days of vessel operation.
- O. Freezer storage space sufficient to maintain frozen food for all onboard personnel for twenty-six (26) continuous days of vessel operation.
- P. Water storage or sea water conversion capable of providing sufficient fresh water to permit twenty-six (26) continuous days of vessel operation. Water supply must be sufficient for the following: potable water needs;

daily washing of dishes; and showers three times per week and once-weekly clothes washing for all onboard personnel. Fresh water held in reserve for emergency use is in addition to the above. There will be no opportunity to refill water tanks during the charter period. The ability to sufficiently meet water requirements will be determined at vessel inspection. For drinking water needs, filtered (filter system or refillable filtered water pitchers) and/or bottled water is highly desirable.

- Q. Freezer space sufficient to maintain frozen Pacific herring (bait), and any biological specimens collected by ADF&G personnel for up to twenty-six (26) continuous days of vessel operation.

R. NAVIGATION, STEERAGE, and COMMUNICATIONS EQUIPMENT:

- (1) Two (2) fully functional radar systems, with a minimum range of 60 miles, in good operating condition.
- (2) Fully functional automatic pilot, an automatic readout GPS, and a fathometer (with a minimum 200-fathom range), all in good operating condition. Backup systems for each are highly desirable. An electronic chart plotting and display system in conjunction with GPS and AIS vessel traffic monitoring is highly preferred.
- (3) Vessels must be equipped with INMARSAT/STRATOS satellite-based communication or an equivalent. Vessel must have a functioning electronic mail system (email) available for ADF&G use for the duration of the charter. Vessels also equipped with separate satellite telephone or fax are highly preferred.
- (4) Two (2) each of single side-band and VHF radio transmitter(s) and receiver(s) fully functional and in good operating condition equipped with standard marine frequencies for the area in which operations will be conducted, including VHF channels 6 and 16. Single side-band radio transceiver with at minimum, SSB frequencies of 4125, 5195 and 3230 (for both transmitting and receiving). Backup communications system is highly desirable.
- (5) Ability to receive daily weather forecasts for area of operation. Ability to view weather maps is desirable.
- (6) Appropriate navigation charts for St. Matthew Island area and travel route to/from Dutch Harbor.

S. VESSEL SAFETY EQUIPMENT:

- (1) USCG approved first-aid kit.
- (2) USCG approved vessel EPIRB (406 MHz with GPS, industry standard).
- (3) USCG approved fire-fighting equipment of the size, type and quantity required for the size and type of the vessel chartered.
- (4) At least one (1) smoke detector on each deck level containing galley, mess or berthing facilities.
- (5) Two (2) USCG approved life rafts (with SOLAS A packs). The rated capacity of each raft must be adequate to accommodate all personnel aboard the vessel; this includes the vessel captain and crew, and four (4) ADF&G crew.
- (6) USCG approved survival immersion suits of appropriate sizes are required for all personnel aboard the vessel, including the vessel captain and crew and four (4) ADF&G crew. The State will supply the survival suits for the ADF&G crew.
- (7) Dedicated damage control kit for holes/flooding (as suggested by USCG – includes items such as wood wedges, tapered plugs, splash zone compound, wood or rubber mallet, hose clamps, tools, etc). For more information, see USCG resource: http://www.dco.uscg.mil/Portals/9/DCO%20Documents/5p/CG-5PC/CG-CVC/CVC3/training/dmgcontrol/CG-3PCV-3_DC_Kit_List.pdf

T. FISHING EQUIPMENT:

- (1) Two (2) power blocks (one is a spare) to pull crab gear, minimum capacity 1,000 pounds each.
- (2) Hydraulic or electric motor operated bait chopper.
- (3) One catch sorting table, minimum 4 feet by 8 feet in dimension. Hydraulic and articulating highly preferred.
- (4) Number of bait jars sufficient to fish up to 90 pots concurrently, with one gallon (i.e., two 2-quart containers) of bait per pot.

VESSEL CREW REQUIREMENTS:

- A. Vessel crew to consist of the following:
- (1) a **USCG licensed captain** with at least five (5) years of fishing experience in the Bering Sea acting as captain, of which a minimum of three (3) years are crab pot fishing.
 - (2) a minimum of four (4) crewmembers
 - One of the crew must be an engineer with five (5) years experience aboard fishing vessels and fully knowledgeable of the charter vessel and equipment.
 - A minimum of three (3) crewmembers must be experienced fishermen, with at least 1 year of commercial fishing experience, that includes a minimum of one crab fishing season in the Bering Sea.
 - The fourth crewmember must be an experienced fisherman (as described above) if will perform any fishing activities; if the fourth crew member will only perform non-fishing duties (e.g. night watch, cooking meals) they are not required to be an experienced fisherman, but must be proficiently knowledgeable to perform their duties and have at-sea experience.
- B. The vessel crew will be expected to perform cooking and cleaning duties in addition to operating the vessel and fishing the gear as prescribed by the ADF&G crew leader.
- C. The vessel crew will be expected to set and retrieve all fishing gear; the ADF&G crew will handle sampling of catches when pots are brought aboard the vessel.
- D. The captain will be required to properly complete fishing forms for each day of fishing, including recording weather conditions and fishing location and depth data. The captain and vessel crew will be required to locate scheduled fishing areas.
- E. A vessel crewmember is expected to be on look-out during night watches.
- F. The State will have the right to require replacement of any vessel crewmember. If the vessel operates shorthanded due to replacement or illness of a vessel crew member for a period in excess of twenty-four (24) hours, the State will deduct from the charter rate for that period of time in an amount equal to the missing crewman's wages and related direct cost of employment (i.e., social security tax, unemployment insurance, etc.). The total cost of replacing a vessel crewmember aboard the vessel will be at the contractor's expense.
- G. The contractor will be responsible for payment of wages, direct cost of employment and will be responsible for all vessel crewmembers. The State will be responsible for payment of daily charter rates only, and will not reimburse the contractor for vessel crew wages.
- H. There shall be no alcohol or controlled substances aboard the vessel during the charter period.

UNUSUAL HOURS: It may be necessary to run the vessel twenty-four (24) hours continuously to travel from one location to another. Furthermore, it may be necessary to fish gear during any period of the twenty-four hour daily cycle.

DELAYS OR INTERRUPTIONS OF OPERATIONS: For each hour of contract time lost, for any reason other than weather or an act directly attributable to ADF&G personnel aboard the vessel, the State will on each occasion, be entitled to deduct from the total contract payment, an amount equal to the prorated hourly contract rate for each of the hours the vessel or essential equipment on the vessel is out of service.

In the case of vessel breakdowns, the State representative in charge and the Vessel Captain will document the time of the last contract activity performed (last pot pulled, launched, etc.) and the time the next contractual activity commences. No compensation will be allowed for any activities during this breakdown period. This includes travel time to or from port (if necessary), repair time, re-provisioning and/or other activities necessary by either the contractor or the State to resume the charter. If the delay is more than 24 hours and State personnel remain on board the vessel, the State will pay the Contractor \$50.00 per day, for each State employee, as reimbursement for room and board.

TERMINATION OF THE CONTRACT: The State may, without fault or liability, terminate the contract for any of the following reasons:

- A. The condition of the vessel or essential equipment on the vessel is such that the ADF&G crew cannot use it for work for a period of more than seventy-two (72) hours.
- B. Lack of funds for the contract project.
- C. Lack of cooperation and/or insubordination by the vessel captain or crew.
- D. Failure of the captain, vessel, or vessel crew to report at the time and location specified in this ITB to begin the contract.

In the event of early termination of the contract: a) State-owned gear shall be returned to a location that is mutually agreed upon by the State and the contractor, b) the State will not assume any liability for transporting the captain and vessel crew to their homeport, and c) contract payments will cease on the hour and date the vessel is unable to continue normal operations.

PERFORMANCE REQUIREMENTS OF THE VESSEL CAPTAIN & COMMAND OF THE VESSEL:

- A. Either underway, at anchor, or dockside the captain's orders will be final in matters regarding navigation and the general operation of the vessel, the operation of the vessel equipment and fishing gear, and the general activities and safety of the vessel crew and ADF&G crew.
- B. The vessel captain will obey all USCG, State and other applicable regulations, rules, and statutes pertaining to the safe and legal operation of the vessel.
- C. The vessel captain will comply with all directives given by the ADF&G crew leader regarding research activities, provided that those directives do not directly or indirectly endanger the vessel, the captain or crew or the ADF&G crew.
- D. The captain must provide a safety orientation briefing to all vessel and ADF&G crew prior to departure from Dutch Harbor. Both the vessel crew and ADF&G crew must have general instructions regarding the following:
 - (1) The location and operation of lifesaving and emergency equipment.
 - (2) Operation of equipment assigned as per completed station bill.
 - (3) Instructions for making a distress call.
 - (4) What to do in the event of a person overboard.
 - (5) What to do in the event of a fire.
 - (6) What to do in the event of flooding.
 - (7) What to do if an 'abandon ship' order is issued.
- E. The captain, vessel crew and ADF&G crew will conduct, in the presence of USCG personnel if possible, a fire fighting drill and an abandon ship drill.

PERFORMANCE REQUIREMENTS OF THE VESSEL CAPTAIN & CREWMEMBERS:

With the vessel serving as an operations base and living quarters for ADF&G personnel, the vessel captain and crew members will be required to provide the following services and accommodations:

- A. General navigation and operation of the vessel either underway, at anchor, or dockside.
- B. Night watch by vessel crewmember(s).

- C. Space for compiling and analyzing the data collected.
- D. Communications base for dispersing and receiving information.
- E. Basic living accommodations for four (4) ADF&G personnel. Accommodations to be in clean ready condition by start of charter.
- F. Meal preparation, cooking and clean up.
- G. General cleaning of the interior and exterior (deck work area) of the vessel.
- H. General assistance to ADF&G personnel in the performance of their work as requested by the ADF&G crew leader. The vessel crew will be expected to handle catches as prescribed by the ADF&G crew leader and will be expected to fish the gear.

CONSUMABLES TO BE PROVIDED BY THE CONTRACTOR:

***** COSTS OF CONSUMABLES TO BE INCLUDED IN YOUR DAILY BID PRICE *****

A. Fuel, lubricants, oils, greases and filters

The contractor (successful bidder) will provide all fuel, lubricants, oils, greases, and filters required during the contract. At the beginning of the contract, all fuel and lubricant tanks must be full and all filters must be fresh. In addition, the vessel must have aboard extra lubricants, oils, greases, and filters in amounts sufficient for the entire contract period.

B. Food

The contractor (successful bidder) will provide three ample, balanced, healthy and nutritious meals each day for all onboard (ADF&G crew, the vessel captain and crew) and healthy foods available for snacking (for example, fruit, nuts, cheese, crackers, trail mix, etc.). At least two of the three daily meals must be hot cooked meals.

C. Bait

The contractor (successful bidder) will provide quantities of top quality fresh frozen **Pacific herring** sufficient for the baiting of approximately 680 pots during the at-sea research portion of the contract period. Dutch Harbor herring or herring of equal top quality must be used. One (1) gallon of frozen (chopped) Pacific herring will be used to bait each pot. No hanging bait will be used during the charter period.

ALL FUEL, BAIT, FOOD, AND WATER SHOULD BE ONBOARD AT CONTRACT START.

MISCELLANEOUS PROVISIONS BY THE STATE:

- A. The State will provide ninety (90) 7' x 7' x 2.8' king crab research pots and all necessary materials to perform any quick at-sea pot repair. No pot work by vessel crew will be needed prior to leaving Dutch Harbor; pots will be refurbished and ready for fishing (new escape bio-twine, door rubbers, etc.) before contract start.
- B. The State, at its own expense and only for the term of the contract, will install and retain in the vessel equipment necessary to accomplish the objectives of the charter. The State will remove this equipment at the termination of the contract period without damage or permanent alteration to the vessel.

Department Contacts:

For bid, contract and procedural questions, please contact

Dave Mitchell at 907-465-4131 or dave.mitchell@alaska.gov

For vessel and charter work related questions, please contact

Vicki Vanek at 907-486-1890 or vicki.vanek@alaska.gov

Andy Nault at 907-486-1891 or andrew.nault@alaska.gov

VESSEL INFORMATION FORM

Bidders must complete the vessel information form. A bidder's failure to complete the vessel information form or inaccurate information may cause the State to reject the bid as non-responsive.

VESSEL **OWNER** NAME: _____

ADDRESS: _____

PHONE: _____ FAX: _____

EMAIL: _____

VESSEL **AGENT** NAME: _____

ADDRESS: _____

PHONE: _____ FAX: _____

EMAIL: _____

VESSEL NAME: _____

ADF&G NUMBER: _____ REGISTRY NUMBER: _____

VESSEL TYPE: _____ YEAR BUILT: _____

CALL SIGN: _____ FREQUENCY(IES): _____

OVERALL LENGTH (feet): _____ GROSS TONNAGE: _____

MAXIMUM SPEED (knots): _____ CRUISING SPEED: _____

WORK DECK (sq. ft.): _____ SHELTER DECK (sq. ft.): _____

WATER STORAGE (gal per tank): _____

PLEASE DESCRIBE HOW YOUR VESSEL PLANS TO MEET ALL FRESH AND POTABLE WATER REQUIREMENTS FOR THE VESSEL AND CREW FOR THE CHARTER'S DURATION AT-SEA (26 DAYS):

SEAWATER TO FRESH WATER CONVERSION SYSTEM: [] YES [] NO

CAPTAIN AND CREW EXPERIENCE INFORMATION

Bidders must complete the captain and crew information below.

A bidder's failure to complete the captain and crew information may cause the State to reject the bid as non-responsive.

CAPTAIN'S USCG LICENSE:

The captain must be properly licensed by the USCG for the size/type vessel being offered for bid.

*A photocopy of the captain's USCG license or USCG license number should be submitted with the bid. A photocopy of the captain's USCG license **must be submitted** within 10 days of the State's request, if not submitted with the bid. A bidder's failure to provide a copy of the license, as stated above, may cause the State to reject the bid as non-responsive.*

If, during the term of the contract, a different person is retained as captain, a photocopy of that person's license must be submitted to the Contracting Officer prior to the time that the person begins working as the vessel captain. The Contracting Officer must accept and authorize the change of captains. The contractor's failure to follow this procedure may cause the State to terminate the contract.

In the space provided, bidders must enter the name of the person who will serve as captain of the vessel, and identify the rating(s) held by this person.

VESSEL CAPTAIN

<input type="checkbox"/> Master,	100 Ton vessels	<input type="checkbox"/> Inland	<input type="checkbox"/> Near coastal	<input type="checkbox"/> Oceans
<input type="checkbox"/> Master,	150 Ton vessels	<input type="checkbox"/> Inland	<input type="checkbox"/> Near coastal	<input type="checkbox"/> Oceans
<input type="checkbox"/> Master,	200 Ton vessels	<input type="checkbox"/> Inland	<input type="checkbox"/> Near coastal	<input type="checkbox"/> Oceans
<input type="checkbox"/> Master,	500 Ton vessels	<input type="checkbox"/> Inland	<input type="checkbox"/> Near coastal	<input type="checkbox"/> Oceans
<input type="checkbox"/> Master,	1600 Ton vessels	<input type="checkbox"/> Inland	<input type="checkbox"/> Near coastal	<input type="checkbox"/> Oceans
<input type="checkbox"/> Master,	Unlimited tonnage	<input type="checkbox"/> Inland	<input type="checkbox"/> Near coastal	<input type="checkbox"/> Oceans

NOTE: Most vessels meeting the specs in this ITB require a minimum of a 200 ton license.

CAPTAIN EXPERIENCE REQUIREMENTS: The vessel captain must have at least five (5) years of fishing experience in the Bering Sea acting as captain; of which at least three (3) years were crab pot fishing. The captain must also have a minimum of one (1) full year (12 months) of experience, as a captain, of the type and size vessel specified for this contract. Experience as a captain fishing in St. Matthew Island waters is not required, but is desirable.

- Captain's experience, as a captain, fishing in the Bering Sea: _____ years
- Captain's experience, as a captain, crab-pot fishing in the Bering Sea: _____ years
- Captain's experience, as a captain, fishing in St. Matthew Island waters: _____ years
- Captain's experience, as a captain, in various sizes, type/class vessels:
 1. Size type/class of vessel: _____ Years of experience: _____
 2. Size type/class of vessel: _____ Years of experience: _____
 3. Size type/class of vessel: _____ Years of experience: _____
 4. Size type/class of vessel: _____ Years of experience: _____
 5. Size type/class of vessel: _____ Years of experience: _____
- Captain's additional experience, as a fisherman at sea (not acting as captain): _____ years

CREW AND EXPERIENCE REQUIREMENTS:

In addition to the captain, the vessel crew must consist of a minimum of four (4) crewmembers.
 The contractor will be responsible for payment of wages, direct cost of employment and fringe benefits, if any, to the vessel crewmembers. The State will be responsible for payment of the daily charter rate only and will not reimburse the contractor for crew wages in addition to the charter rate.

- A. **ENGINEER:** One of the vessel crew must be an engineer. The engineer must have a minimum of five (5) years experience as an engineer of the type and size vessel specified for this contract. In the space provided, bidder must enter the name of the person who will serve as engineer of the vessel. Also enter name in the crewmember section.

 ENGINEER

*The engineer must be properly licensed by the USCG for the size/type vessel being offered for bid. A photocopy of any USCG licenses held should be submitted with the bid and **must be submitted** within 10 days of the State's request. A bidder's failure to provide a copy of the license, as stated above, may cause the State to reject the bid as non-responsive. (NOTE: For this charter, if the USCG does not require the engineer to be licensed for the size/type of vessel being offered, a USCG license for the engineer is not required.)*

- Engineer's experience, as an engineer, in various sizes, type/class vessels:
 1. Size type/class of vessel: _____ Years of experience: _____
 2. Size type/class of vessel: _____ Years of experience: _____
 3. Size type/class of vessel: _____ Years of experience: _____
 4. Size type/class of vessel: _____ Years of experience: _____
 5. Size type/class of vessel: _____ Years of experience: _____

- B. **FISHING CREWMEMBERS:** A minimum of three (3) of the crewmembers must each have a minimum of one (1) year of experience fishing at sea, including at least one (1) season crab pot fishing in the Bering Sea.

Crewmember's Name – Fishing	Fishing Experience	Bering Sea Crab Pot Fishing Experience
1.	years	seasons
2.	years	seasons
3.	years	seasons
4.	years	seasons

NON-FISHING CREWMEMBER (IF ANY): One of the four (4) required crewmembers may perform only non-fishing duties, such as night watches and cooking meals. In this case, they must be proficient in the duties to be performed and have experience at sea; no fishing experience is required.

Crewmember's Name – Non-Fishing	At-Sea Experience (months or years)
1.	

**Invitation to Bid # 220000021
Bid Schedule**

Item	Quantity	Unit	Price Per Day	Extended (26 x daily rate)
1	26	Days		

Total Bid Price: _____

ORDERING ADDRESS:

CONTACT: _____

PHONE: _____

CELL PHONE: _____

FAX: _____

EMAIL: _____

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

Department Contacts:

For bid, contract and procedural questions, please contact

Dave Mitchell at 907-465-4131 or dave.mitchell@alaska.gov

For vessel and charter work related questions, please contact

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