

STATE OF ALASKA

INVITATION TO BID (ITB)



P/V CAMA'I SHIPYARD REPAIR

2022-1200-5115

MARCH 14, 2022

PROVIDE SHIPYARD REPAIRS FOR PATROL VESSEL CAMA'I SUMMER 2022

IMPORTANT NOTICE: If you received this solicitation from the State of Alaska's "Online Public Notice" web site, you must register with the procurement officer listed below in order to receive notification of subsequent amendments to the solicitation. Failure to register with the procurement officer may result in the rejection of your offer.

BIDDER'S NOTICE: By signature on this form, the bidder certifies that they comply with the following:

- (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 the following forms of evidence 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, under penalty of perjury, 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;
 - the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the state and federal government;
 - the bid will remain open and valid for at least 90 days;
 - all terms and conditions set out in this Invitation to Bid (ITB).

If a bidder does not hold an Alaska Business License (1) at the time designated in the ITB for opening the state will disallow the Alaska Bidder Preference. Bids must also be submitted under the name as appearing on the bidder's current Alaska business license in order to receive 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.

Jason Monkelien Procurement Specialist II	_____ COMPANY SUBMITTING BID	*DOES YOUR BUSINESS QUALIFY FOR THE ALASKA BIDDER'S PREFERENCE? [] YES [] NO
	_____ AUTHORIZED SIGNATURE	*DOES YOUR BUSINESS QUALIFY FOR THE ALASKA VETERAN PREFERENCE? [] YES [] NO
Phone: (907) 269-5582	_____ PRINTED NAME	*SEE ITB FOR EXPLANATION OF CRITERIA TO QUALIFY
Email: jason.monkelien@alaska.gov	_____ DATE	_____ TELEPHONE NUMBER
_____ ALASKA BUSINESS LICENSE NUMBER	_____ FEDERAL TAX ID NUMBER	_____ E-MAIL ADDRESS

TABLE OF CONTENTS

SECTION 1. INTRODUCTION & INSTRUCTIONS	3
SEC. 1.01 PURPOSE OF THE ITB	3
SEC. 1.02 DEADLINE FOR RECEIPT OF BIDS	3
SEC. 1.03 PRIOR EXPERIENCE	4
SEC. 1.04 INVITATION TO BID (ITB) REVIEW	4
SEC. 1.05 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF BIDS	4
SEC. 1.06 SITE INSPECTION	4
SEC. 1.07 SUBMITTING BIDS	4
SEC. 1.08 BID FORMS	5
SEC. 1.09 PRICES	5
SEC. 1.10 ASSISTANCE TO BIDDERS WITH A DISABILITY	5
SEC. 1.11 AMENDMENTS TO BIDS	5
SEC. 1.12 AMENDMENTS TO THE ITB	6
SEC. 1.13 ITB SCHEDULE	6
SEC. 1.14 ALTERNATE BIDS	6
SEC. 1.15 SUPPORTING INFORMATION	6
SEC. 1.16 FIRM, UNQUALIFIED, AND UNCONDITIONAL OFFER	6
SECTION 2. CONTRACT INFORMATION	7
SEC. 2.01 CONTRACT TERM	7
SEC. 2.02 CONTRACT ADMINISTRATION	7
SEC. 2.03 CONTRACT FUNDING	7
SEC. 2.04 CONTRACT EXTENSION	7
SEC. 2.05 CONTRACT CHANGES – UNANTICIPATED AMENDMENTS	7
SEC. 2.06 SUBCONTRACTORS	7
SEC. 2.07 JOINT VENTURES	8
SEC. 2.08 CONTRACT PERFORMANCE LOCATION	8
SEC. 2.09 RIGHT TO INSPECT PLACE OF BUSINESS	8
SEC. 2.10 SCOPE OF WORK AND SPECIFICATIONS	8
SEC. 2.11 ARRIVAL AT CONTRACTOR’S FACILITY AND DELIVERY	9
SEC. 2.12 REQUIREMENTS	10
SEC. 2.13 QUALITY ASSURANCE	10
SEC. 2.14 CONDITION FOUND REPORTS	10
SEC. 2.15 WORK STANDARDS	10
SEC. 2.16 ENVIRONMENTAL PROTECTION	10
SEC. 2.17 VESSEL CREW WORKING ONBOARD VESSEL	10
SEC. 2.18 VESSEL CREW LIVING ONBOARD VESSEL	11
SEC. 2.19 MATERIAL HANDLING	11
SEC. 2.20 PRICE DECREASES	11
SEC. 2.21 PRE-BID SITE INSPECTION	11
SEC. 2.22 COMPLETION OF SERVICE	12
SEC. 2.23 WORKMANSHIP & MATERIALS	12
SEC. 2.24 DAMAGE TO VESSEL	12
SEC. 2.25 SHIPPING DAMAGE	12
SEC. 2.26 RE-DELIVERY OF THE VESSEL	12
SEC. 2.27 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES	13
SEC. 2.28 CONTINUING OBLIGATION OF CONTRACTOR	13
SEC. 2.29 INFORMAL DEBRIEFING	13
SEC. 2.30 INDEMNIFICATION	13
SEC. 2.31 INSURANCE	13
SECTION 3. CONTRACT INVOICING AND PAYMENTS	15

SEC. 3.01	BILLING INSTRUCTIONS	15
SEC. 3.02	PAYMENT FOR STATE PURCHASES	15
SEC. 3.03	THIRD-PARTY FINANCING AGREEMENTS NOT ALLOWED.....	15
SECTION 4.	EVALUATION AND CONTRACTOR SELECTION.....	16
SEC. 4.01	EVALUATION OF BIDS.....	16
SEC. 4.02	APPLICATION OF PREFERENCES.....	16
SEC. 4.03	ALASKA BIDDER PREFERENCE.....	16
SEC. 4.04	ALASKA VETERAN PREFERENCE	17
SEC. 4.05	EMPLOYMENT PROGRAM PREFERENCE	17
SEC. 4.06	ALASKANS WITH DISABILITIES PREFERENCE	17
SEC. 4.07	PREFERENCE QUALIFICATION LETTER	17
SEC. 4.08	EXTENSION OF PRICES.....	18
SEC. 4.09	METHOD OF AWARD	18
SEC. 4.10	NOTICE OF INTENT TO AWARD.....	18
SECTION 5.	GENERAL PROCESS AND LEGAL INFORMATION.....	19
SEC. 5.01	ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES.....	19
SEC. 5.02	AUTHORITY.....	19
SEC. 5.03	COMPLIANCE	19
SEC. 5.04	SUITABLE MATERIALS, ETC.	19
SEC. 5.05	SPECIFICATIONS.....	20
SEC. 5.06	CONTRACTOR SITE INSPECTION.....	20
SEC. 5.07	ORDER DOCUMENTS.....	20
SEC. 5.08	HUMAN TRAFFICKING	20
SEC. 5.09	RIGHT OF REJECTION	20
SEC. 5.10	STATE NOT RESPONSIBLE FOR PREPARATION COSTS.....	21
SEC. 5.11	DISCLOSURE OF BID CONTENTS.....	21
SEC. 5.12	ASSIGNMENTS.....	21
SEC. 5.13	FORCE MAJEURE (IMPOSSIBILITY TO PERFORM)	21
SEC. 5.14	DEFAULT	22
SEC. 5.15	DISPUTES	22
SEC. 5.16	SEVERABILITY	22
SEC. 5.17	CONTRACT CANCELLATION.....	22
SEC. 5.18	GOVERNING LAW; FORUM SELECTION	22
SEC. 5.19	SOLICITATION ADVERTISING	22
SEC. 5.20	QUALIFIED BIDDERS.....	22
SEC. 5.21	FEDERALLY IMPOSED TARIFFS	22
SEC. 5.22	PROTEST	23
SECTION 6.	ATTACHMENTS.....	25
SEC. 6.01	ATTACHMENTS.....	25

SECTION 1. INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE ITB

The Department of Public Safety, Division of Administrative Services, on behalf of the Vessel Section, is soliciting bids for Patrol Vessel (P/V) Cama'l to have standard repairs completed at a dry-dock shipyard. Additional scope of work is included Sec. 2.10 Scope of Work.

SEC. 1.02 DEADLINE FOR RECEIPT OF BIDS

Bids must be received no later than 1:30 pm Alaska Time on April 4, 2022, at which time they will be publicly opened. Late bids or amendments will be disqualified and not opened or accepted for evaluation.

SEC. 1.03 PRIOR EXPERIENCE

In order for a bid to be considered responsive the bidder must meet these minimum prior experience requirements:

- Have at least five years of industry experience in shipyard repairs.

A bidder's failure to meet these minimum prior experience requirements will cause their bid to be considered non-responsive and rejected.

SEC. 1.04 INVITATION TO BID (ITB) REVIEW

Bidders shall carefully review this ITB for defects and questionable or objectionable material. Comments concerning defects and questionable or objectionable material in the ITB should be made in writing and received by the procurement officer at least ten 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.

SEC. 1.05 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF BIDS

All questions must be in writing and directed to the procurement officer. The interested party must confirm telephone conversations in writing. Two types of questions generally arise. One may be answered by directing the questioner to a specific section of the ITB. These questions may be answered over the telephone. Other questions may be more complex and may require a written amendment to the ITB. The procurement officer will make that decision.

SEC. 1.06 SITE INSPECTION

Potential bidders are encouraged to visit the work site so that they can see the conditions under which the work described in this ITB will be performed. The bidder's failure to visit the work site will in no way relieve the bidder of the responsibility of performing the work in strict compliance with the true intent and meaning of the terms, conditions and specifications of this ITB. The site may be inspected by contacting Jason Monkelién at (907) 269-5582.

This contact person is only empowered to allow potential bidders to view the work site. The contact person cannot and will not answer potential bidder questions regarding the work to be performed under this ITB or the terms, conditions and specifications of this ITB. Any questions potential bidders have must be directed to the procurement officer as required in Section 1.04.

SEC. 1.07 SUBMITTING BIDS

Bidders must submit one complete copy of their bid via email. The bid must be emailed to dps.das.solicitations@alaska.gov and must contain the ITB number in the subject line of the email. The **maximum** size of a single email (including all text and attachments) that can be received by the state is **20mb (megabytes)**. If the email containing the bid exceeds this size, the bid must be sent in multiple emails that are each less than 20 megabytes and each email must comply with the requirements described above.

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) 269-5582 to confirm that the bid has been received. The state is not responsible for unreadable, corrupt, or missing attachments.

SEC. 1.08 BID FORMS

Bidders shall use the front page of this ITB and any other forms identified in this ITB for submitting bids. All bids must be signed by an individual authorized to bind the bidder to the provisions of the ITB.

BIDDER'S CERTIFICATION

By signature on the bid, the bidder certifies that they comply with the following:

- A. the laws of the State of Alaska;
- B. the applicable portion of the Federal Civil Rights Act of 1964;
- C. the Equal Employment Opportunity Act and the regulations issued thereunder by the state and federal government;
- D. the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the state and federal government;
- E. all terms and conditions set out in this ITB;
- F. the price(s) submitted was arrived at independently arrived and without collusion, under penalty of perjury; and
- G. that the bid will remain open and valid for at least 90 days.

If any bidder fails to comply with [a] through [g] of this paragraph, the state reserves the right to disregard the bid, terminate the contract, or consider the contractor in default.

CONFLICT OF INTEREST

Each bid shall include a statement indicating whether or not the company or any individuals working on the contract has a possible conflict of interest (e.g., currently employed by the State of Alaska or formerly employed by the State of Alaska within the past two years) and, if so, the nature of that conflict. The procurement officer reserves the right to **consider a bid non-responsive and reject it** or cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the contract to be performed by the bidder.

SEC. 1.09 PRICES

The bidder shall state prices in the units of issue on this ITB. 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.

SEC. 1.10 ASSISTANCE TO BIDDERS WITH A DISABILITY

Bidders with a disability may receive accommodation regarding the means of communicating this ITB or participating in the procurement process. For more information, contact the procurement officer no later than ten days prior to the deadline for receipt of bids.

SEC. 1.11 AMENDMENTS TO BIDS

Amendments to or withdrawals of bids will only be allowed if acceptable requests are received prior to the deadline that is set for receipt of bids, in accordance with 2 AAC 12.140. No amendments or withdrawals will be accepted after the deadline unless the delay is due to an error of the contracting agency, in accordance with 2 AAC 12.160.

SEC. 1.12 AMENDMENTS TO THE ITB

If an amendment is issued, it will be provided to all who were notified of the ITB and to those who have registered with the procurement officer after receiving the ITB from the State of Alaska Online Public Notice website.

SEC. 1.13 ITB SCHEDULE

The ITB schedule set out herein represents the State of Alaska's best estimate of the schedule that will be followed. If a component of this schedule, such as the deadline for receipt of bids, is delayed, the rest of the schedule may be shifted accordingly. All times are Alaska Time.

ACTIVITY	DATE
Issue Date / ITB Released	March 14, 2022
Deadline for Receipt of Bids / Bid Due Date	April 4, 2022 @ 1:30 pm AKST
Bid Evaluations Complete	The week of April 4, 2022
Notice of Intent to Award	The week of April 11, 2022
Contract Issued	April 21, 2022

This ITB does not, by itself, obligate the state. The state's obligation will commence when the contract is approved by the Commissioner of the Department of Public Safety, or the Commissioner's designee. Upon written notice to the contractor, the state may set a different starting date for the contract. The state will not be responsible for any work done by the contractor, even work done in good faith, if it occurs prior to the contract start date set by the state.

SEC. 1.14 ALTERNATE BIDS

Bidders may only submit one bid for evaluation. In accordance with 2 AAC 12.830 alternate bids (bids that offer something different than what is asked for) will be rejected.

SEC. 1.15 SUPPORTING INFORMATION

Bidders shall submit all required technical, specification, and other supporting information 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 or services 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.

SEC. 1.16 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 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.

SECTION 2. CONTRACT INFORMATION

SEC. 2.01 CONTRACT TERM

The length of the contract will be from the date of award until completion and the vessel is re-delivered to the Owner, but no later than October 1, 2022. The P/V Cama'l will be available for repairs approximately May 2, 2022 to June 2, 2022 (preferred) or September 1, 2022 to October 1, 2022.

SEC. 2.02 CONTRACT ADMINISTRATION

The administration of this contract is the responsibility of the procurement officer or person appointed by the Department of Public Safety, Division of Administrative Services.

SEC. 2.03 CONTRACT FUNDING

Bids priced at more than \$285,000.00 will be considered non-responsive.

Payment for the contract is subject to funds already appropriated and identified.

SEC. 2.04 CONTRACT EXTENSION

Unless otherwise provided in this ITB, the state and the successful bidder/contractor agree: (1) that any extension 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) the procurement officer will provide written notice to the contractor of the intent to cancel the month-to-month extension at least thirty (30) days before the date of cancellation. A month-to-month extension may only be executed by the procurement officer via a written contract amendment.

SEC. 2.05 CONTRACT CHANGES – UNANTICIPATED AMENDMENTS

During the course of this contract, the contractor may be required to perform additional work. That work will be within the general scope of the initial contract. When additional work is required, the state will provide the contractor a written description of the additional work and request the contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work. Cost and pricing data must be provided to justify the cost of such amendments per AS 36.30.400.

The contractor will not commence additional work until the procurement officer has secured required state approvals necessary for the amendment and issued a written contract amendment.

SEC. 2.06 SUBCONTRACTORS

Subcontractors may be used to perform work under this contract. If a bidder intends to use subcontractors, the bidder must identify in the bids the names of the subcontractors and the portions of the work the subcontractors will perform.

Subcontractor experience shall not be considered in determining whether the bidder meets the requirements set forth in SEC. 1.03 PRIOR EXPERIENCE.

If a bid with subcontractors is selected, the bidder must provide the following information concerning each prospective subcontractor within five working days from the date of the state's request:

- complete name of the subcontractor;

- complete address of the subcontractor;
- type of work the subcontractor will be performing;
- percentage of work the subcontractor will be providing;
- evidence that the subcontractor holds a valid Alaska business license; and
- a written statement signed by each proposed subcontractor that clearly verifies that the subcontractor is committed to render the services required by the contract.

A bidder's failure to provide this information, within the time set, may cause the state to consider their bid non-responsive and reject it.

Note that if the subcontractor will not be performing work within Alaska, they will not be required to hold an Alaska business license.

SEC. 2.07 JOINT VENTURES

Joint ventures will not be allowed.

SEC. 2.08 CONTRACT PERFORMANCE LOCATION

The location the work is to be performed, completed and managed is the contractor's place of business. Due to geographical limitation, DPS will only sail the vessel to the contractor's place of business that must be in Alaska or Washington. The vessel will be available for official entrance into the contractor's facility on May 2, 2022 or a date mutually agreed upon by both parties. The arrival date at the contractor's facility depends on the location of the facility and the weather encountered en route.

The state will not provide workspace for the contractor. The contractor must provide its own workspace.

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.

SEC. 2.09 RIGHT TO INSPECT PLACE OF BUSINESS

At reasonable times, the state may inspect those areas of the contractor's place of business that are related to the performance of a contract. If the state makes such an inspection, the contractor must provide reasonable assistance.

SEC. 2.10 SCOPE OF WORK AND SPECIFICATIONS

All requirements in Attachment 1 – Technical Specifications for Scope of Work shall be completed in their entirety and reviewed and approved by DPS authorized staff before work is considered completed.

PRE-SHIPYARD MEETING: The Contractor and Owner's Representatives shall conduct a meeting immediately after the P/V Cama'l arrives at the contractor's facility to:

- Identify the Owner's Representative,
- Discuss the work to be covered.
- Establish a firm re-delivery date of the vessel

At this meeting the contractor shall identify the designated Vessel's "Superintendent" and provide a reasonable schedule that shows the contractor can complete the work in the contract period. The contractor provided schedule shall also indicate when each Contingent item must be activated to permit completion during the contract period. The Owner shall provide the Contractor with amounts of fuel, lube oil, water, and other characteristics stowed aboard the Vessel, at the planned pre-shipyard meeting.

PROGRESS MEETING: The Contractor and Owner's Representative shall conduct a progress meeting at a mutually agreed upon time each week during the contract period. At these meetings the Contractor shall present their schedule to complete all works tasks and give a brief progress report on each task. At this time all coordination, interferences, and quality issues shall be resolved.

The Contractor shall supplement the weekly meetings with a brief daily meeting with the Owner's Representative. The Contractor's project Superintendent shall meet with the Owner's Representative on a daily basis to briefly discuss:

- That day's work plan,
- Any problems,
- Any required coordination between vessel and Contractor personnel.

SEC. 2.11 ARRIVAL AT CONTRACTOR'S FACILITY AND DELIVERY

Where state law requires, bidders shall include the cost of delivery fees in International waters. Where delivery to International waters is unavailable and a state tax for the shipyard must be imposed, the bidder shall provide the tax rate based on the summary of the items listed in the Bid Schedule.

It is expected that the bidder will include in the Bid Schedule any state taxes that may apply to this shipyard project. There are no state taxes applicable in Alaska. Any taxes would be based on the tax percentage requirement compared to the total of the bid cost to meet the requirements of this ITB and Technical Specifications as written and clarified.

If there is a state tax that applies and the contractor chooses to re-deliver the vessel in International waters to forego taxation, it is expected that the bidder will include the cost of the re-delivery in lieu of taxes. If there are no taxes or re-delivery fees, it is expected that the bidder will not apply any costs for this item in the bid.

The vessel is available to depart the homeport of Kodiak, Alaska four days prior to the anticipated arrival date. The anticipated arrival date at the Contractor's facility is as mutually agreed by both parties. The arrival at the Contractor's facility depends on the location of the facility, and weather encountered en route.

The bidder shall carefully review all scope of work and Technical Specifications outlined in this ITB and attachments for this shipyard project. The bidder shall allow for the need to double shift the shipyard crew and possibly work through weekends to complete this work on time.

If during the shipyard period a required change order or additional work causes the re-delivery date of the vessel to change, the contractor shall justify the delay by notifying the owner in writing using a change order. The correspondence shall state the following:

1. Change order cause
2. Change order effect
3. New delivery date of the vessel

The change order shall be approved by the Director's office prior to commencement of any work.

SEC. 2.12 REQUIREMENTS

The successful Contractor shall supply all labor, materials, and facilities to provide the services as described in the Tasks and subtasks of this ITB. This includes all ancillary support of tasks such as tank cleaning, gas freeing spaces, disposal of waste, access (such as scaffolding), and protection of adjacent surfaces or equipment, and re-installing equipment/components previously removed as interferences.

SEC. 2.13 QUALITY ASSURANCE

The designated contractor's superintendent shall oversee all phases of the work outlined in this ITB and Technical Specifications.

SEC. 2.14 CONDITION FOUND REPORTS

The Contractor shall provide written documentation of all readings and measurements taken and any abnormalities concerning all Tasks with a "Condition Found Report". Summary reports shall be used to document all Contractor tasks completed during the shipyard period. A summary report shall be generated after each task is completed and signed off by the Contractor and the Owner.

SEC. 2.15 WORK STANDARDS

All work is to be done in accordance with normal marine practices for a vessel of its size and service. All state and federal rules and regulations will be followed accordingly. The vessel follows the USCG standard for Uninspected Fishing Vessels. ABS and / or DNV rules apply for hull and machinery repairs.

SEC. 2.16 ENVIRONMENTAL PROTECTION

The Contractor shall provide and maintain all environmental protection required to meet local, State, and Federal requirements for all work specified in this contract. The Contractor shall also provide environmental protection if it is required for painting, or for vendors, or for any other work items. Protection shall be in place during the entire shipyard period.

The cost for environmental protection shall be included in the cost for each work item. The owner will not pay for additional charges for environmental protection, unless they are clearly addressed in the Contract or they are the subject of a written and approved change order.

SEC. 2.17 VESSEL CREW WORKING ONBOARD VESSEL

The Contractor shall arrange and schedule the majority of the work in this contract so that the vessel's crew may work onboard the vessel. The vessel crew will require access to the vessel, adequate vessel habitability, temporary

vessel services (as defined in Task One of this specification) to conduct their work. Contractor and Owner's Representative shall coordinate activities to minimize interference between Contractor and vessel crews. Contractor shall provide at least three days advance notice to the Owner's Representative if the Contractor requires the vessel crew not work onboard the vessel.

SEC. 2.18 VESSEL CREW LIVING ONBOARD VESSEL

The Contractor shall assume that the vessel's crew will not be living on board the vessel during the contract period.

SEC. 2.19 MATERIAL HANDLING

The contractor shall be responsible for the protection of the vessel and all vessel equipment, components, and material intended for use and/or to be installed aboard the vessel. This includes items removed from the vessel that will be re-installed on the vessel. Due consideration shall be given to the nature of the item during handling and storage. Materials shall be stored in accordance with the manufacturer's instructions, including any specified temperature and humidity constraints. For example, electronic equipment should be stored in a temperature-controlled space. Skiffs or exterior equipment can be stored in an exterior location. Products stored in an exterior location shall be placed on blocking or skids to prevent soiling or staining.

All storage of vessel equipment shall occur in a secured location, with security appropriate for the equipment. Easily handled and expensive equipment, such as electronics, shall be stored in a locked room. Stolen equipment shall be replaced by the contractor at no expense to the owner.

Where storage is not possible, contractor shall cover products or portions of the vessel subject to damage or deterioration with impervious sheet coverings and provide adequate ventilation to avoid condensation.

Installed materials shall be protected as necessary from damage resulting from natural elements, traffic, and subsequent construction. All materials, equipment, deck surfaces, bulkhead mounted items, carpeting/tile, and all painted surfaces shall specifically be protected by the contractors from welding and cutting, movement of workers through the space, and painting through the use of suitable blankets, hardboard, or thick plastic coatings. Protective measures shall be established by the contractor and approved by the owner.

The owner may reasonably reject any material and/or equipment improperly stored or handled. Material, equipment and surfaces damaged or otherwise marred shall be repaired or replaced by the contractor to the satisfaction of the owner without additional expense to the owner.

SEC. 2.20 PRICE DECREASES

During the period of the contract all price decreases experienced by the Contractor must be passed on to the State. A Contractor's failure to strictly and faithfully adhere to this clause, within the time period, will be considered in breach of contract.

SEC. 2.21 PRE-BID SITE INSPECTION

A bidder may request a pre-bid site inspection of the vessel. Approval of the pre-bid inspection request is contingent upon existing schedule operations and availability of the owner's representative or designee. Approved pre-bid site inspections can occur based on availability of the vessel and owner's representative or designee.

The unavailability of the vessel for a pre-bid site inspection will in no way relieve the bidder of the responsibility of performing the work in strict compliance and the true intent and meaning of the terms, conditions and specifications of this ITB. The bidder must contact the procurement officer listed in this ITB

to request a pre-bid site inspection. The procurement officer will notify the owner's representative or designee of the request and communicate the response to the bidder.

The owner's representative or designee for the approved site visit is only empowered to allow bidders to view the worksite. All questions that arise from the bidders must be directed to the procurement officer in writing. The owner's representative or designee at the site visit cannot and will not answer bidder's questions regarding the work to be performed under this ITB or the terms, conditions and specifications of the ITB.

SEC. 2.22 COMPLETION OF SERVICE

The service will not be completed, and the equipment will not be considered serviced, repaired, or acceptable until the equipment performs in compliance with the manufacturer's published performance specifications and the Owner's representative satisfaction.

SEC. 2.23 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 service, maintenance, and inspections/Service, maintenance, and inspections that are improperly done will be done over, by the Contractor, at the Contractor's risk and expense.

SEC. 2.24 DAMAGE TO VESSEL

The Cama'I is an aluminum hull vessel. The Owner will reject any dissimilar metal installations that are susceptible to galvanic corrosion. All rejected dissimilar metal installed shall be corrected at no additional cost to the Owner.

The Contract is responsible for any and all damage to the vessel and its systems while at the shipyard facility. The vessel shall be insured to cover any and all damages incurred during the shipyard period as a result of neglect or normal work. The vessel is to be cleaned prior to completion of the shipyard period. All dirt, grease, paint over-spray and other items are to be removed and if, in the process of cleaning the vessel, damage is incurred, the Contractors shall be responsible. For correcting damages.

SEC. 2.25 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.

SEC. 2.26 RE-DELIVERY OF THE VESSEL

Shall be no more than thirty days from the official arrival at the contractor's facility. The Contractor shall be held liable for delivery of the vessel on a fixed delivery date established at the pre-shipyard meeting. For each day the vessel is not re-delivered back to the State, after the date established above, the Contractor shall be assessed a 1,591 dollars per calendar day penalty, which covers the crew costs, for the first five days of delay. For each day thereafter, the Contractor shall be assessed a 3,182 dollars per calendar day penalty, which also covers additional Owner's Representative costs. However, if events occur that are unrelated to Change Orders, such as weather caused delays, the re-delivery date may be changed upon mutual agreement between the Owner's Representative and the contractor.

SEC. 2.27 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES

The contractor is responsible for providing all products or the completion of all work set out in the contract. All products or work is subject to inspection, evaluation, and approval by the state. The state may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. The state may instruct the contractor to make corrections or modifications if needed in order to accomplish the contract's intent. The contractor will not unreasonably withhold such changes.

Substantial failure of the contractor to perform the contract may cause the state to terminate the contract. In this event, the state may require the contractor to reimburse monies paid (based on the identified portion of unacceptable products or work received) and may seek associated damages.

SEC. 2.28 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.

SEC. 2.29 INFORMAL DEBRIEFING

When the contract is completed, an informal debriefing may be performed at the discretion of the procurement officer. If performed, the scope of the debriefing will be limited to the products provided or work performed by the contractor.

SEC. 2.30 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.

SEC. 2.31 INSURANCE

Without limiting the contractor's indemnification, it is agreed that the 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 procurement officer prior to contract approval 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.

SECTION 3. CONTRACT INVOICING AND PAYMENTS

SEC. 3.01 BILLING INSTRUCTIONS

All invoices produced by the contractor must contain the following information at a minimum:

1. Contract Number and Title
2. Itemized list of what the invoice represents

Invoices must be billed to the ordering agency's address shown on the Contract Award. The state will make payment after it receives the goods or services and the invoice. Questions concerning payment must be addressed to the ordering agency.

SEC. 3.02 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.

Any single contract payments of \$1 million or higher must be accepted by the contractor via Electronic Funds Transfer (EFT).

SEC. 3.03 THIRD-PARTY FINANCING AGREEMENTS NOT ALLOWED

Because of the additional administrative and accounting time required of the state when third party financing agreements are permitted, they will not be allowed under this contract.

SECTION 4. EVALUATION AND CONTRACTOR SELECTION

SEC. 4.01 EVALUATION OF BIDS

After bid opening, the procurement officer will evaluate the bids for responsiveness. Bids deemed non-responsive will be eliminated from further consideration. An evaluation may not be based on discrimination due the race, religion, color, national origin, sex, age, marital status, pregnancy, parenthood, disability, or political affiliation of the bidder.

SEC. 4.02 APPLICATION OF PREFERENCES

Certain preferences apply to all state contracts, regardless of their dollar value. The Alaska Bidder and Alaska Veteran preferences are the most common preferences involved in the ITB process. Additional preferences that may apply to this procurement are listed below. Guides that contain excerpts from the relevant statutes and codes, explain when the preferences apply and provide examples of how to calculate the preferences are available at the following website:

<http://doa.alaska.gov/dgs/pdf/pref1.pdf>

- Alaska Products Preference - AS 36.30.332
- Recycled Products Preference - AS 36.30.337
- Local Agriculture and Fisheries Products Preference - AS 36.15.050
- Employment Program Preference - AS 36.30.321(b)
- Alaskans with Disabilities Preference - AS 36.30.321(d)

The Division of Vocational Rehabilitation in the Department of Labor and Workforce Development keeps a list of qualified employment programs and individuals who qualify as persons with a disability. As evidence of a business' or an individual's right to the Employment Program or Alaskans with Disabilities preferences, the Division of Vocational Rehabilitation will issue a certification letter. To take advantage of these preferences, a business or individual must be on the appropriate Division of Vocational Rehabilitation list prior to the time designated for receipt of proposals. Bidders must attach a copy of their certification letter to the proposal. **A bidder's failure to provide this certification letter with their proposal will cause the state to disallow the preference.**

SEC. 4.03 ALASKA BIDDER PREFERENCE

An Alaska Bidder Preference of 5% will be applied to the total bid price. The preference will be given to a bidder who:

- 1) holds a current Alaska business license prior to the deadline for receipt of bids;
- 2) submits a bid 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 Certification Form

In order to receive the Alaska Bidder Preference, the bid must include the Alaska Bidder Preference Certification Form attached to this ITB. A bidder does not need to complete the Alaska Veteran Preference questions on the form if not claiming the Alaska Veteran Preference. A bidder's failure to provide this completed form with their bid will cause the state to disallow the preference.

SEC. 4.04 ALASKA VETERAN PREFERENCE

An Alaska Veteran Preference of 5%, not to exceed \$5,000, will be applied to the total bid price. The preference will be given to a bidder who qualifies under AS 36.30.990(2) as an Alaska Bidder and is a:

- a) sole proprietorship owned by an Alaska veteran;
- b) partnership under AS 32.06 or AS 32.11 if a majority of the partners are Alaska veterans;
- c) limited liability company organized under AS 10.50 if a majority of the members are Alaska veterans; or
- d) corporation that is wholly owned by individuals, and a majority of the individuals are Alaska veterans.

In accordance with AS 36.30.321(i), 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 government, or the general public.

Alaska Veteran Preference Certification

In order to receive the Alaska Veteran Preference, the bid must include the Alaska Bidder Preference Certification Form attached to this ITB. A bidder's failure to provide this completed form with their bid will cause the state to disallow the preference.

SEC. 4.05 EMPLOYMENT PROGRAM PREFERENCE

If a bidder qualifies for the Alaska Bidder Preference and is offering goods or services through an employment program as defined under AS 36.30.990(12), an Employment Program Preference of 15% will be applied to the total bid price.

In accordance with AS 36.30.321(i), 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 government, or the general public.

SEC. 4.06 ALASKANS WITH DISABILITIES PREFERENCE

If a bidder qualifies for the Alaska Bidder Preference and is a qualifying entity as defined in AS 36.30.321(d), an Alaskans with Disabilities Preference of 10% will be applied to the total bid price.

In accordance with AS 36.30.321(i), 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 government, or the general public.

SEC. 4.07 PREFERENCE QUALIFICATION LETTER

Regarding the Employment Program Preference and the Alaskans with Disabilities Preference, the Division of Vocational Rehabilitation in the Department of Labor and Workforce Development maintains lists companies who

qualify for those preferences. As evidence of a company's right to the preferences, the Division of Vocational Rehabilitation will issue a certification letter. To take advantage of the preferences, a bidder 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.

SEC. 4.08 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.

SEC. 4.09 METHOD OF AWARD

Award will be made to the lowest responsive and responsible bidder. In order to be considered responsive, bidders must bid on all items.

SEC. 4.10 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 procurement 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 procurement officer does so without a contract and at their own risk.

SECTION 5. GENERAL PROCESS AND LEGAL INFORMATION

SEC. 5.01 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 Preference and Alaskans with Disabilities Preference, a bidder must hold a valid Alaska business license prior to the deadline for receipt of bids. Bidders should contact the **Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing, PO 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:

- copy of an Alaska business license;
- certification on the bid that the bidder has a valid Alaska business license and has included the license number in the bid;
- a canceled check for the Alaska business license fee;
- a copy of the Alaska business license application with a receipt stamp from the state's occupational licensing office; or
- 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.

Prior the deadline for receipt of bids, all bidders must hold any other necessary applicable professional licenses required by Alaska Statute.

SEC. 5.02 AUTHORITY

This ITB is written in accordance with AS 36.30 and 2 AAC 12.

SEC. 5.03 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.

SEC. 5.04 SUITABLE MATERIALS, ETC.

Unless otherwise specified in this ITB, 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.

SEC. 5.05 SPECIFICATIONS

Unless otherwise specified in this 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.

SEC. 5.06 CONTRACTOR SITE INSPECTION

The state may conduct on-site visits to evaluate the bidder's capacity to perform the contract. A bidder must agree, at risk of being found non-responsive and having its bid rejected, to provide the state reasonable access to relevant portions of its work sites. Individuals designated by the procurement officer at the state's expense will make site inspection.

SEC. 5.07 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. Unless otherwise specified in 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.

SEC. 5.08 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/j/tip/>

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

SEC. 5.09 RIGHT OF REJECTION

Bidders must comply with all of the terms of the ITB, the State Procurement Code (AS 36.30), and all applicable local, state, and federal laws, codes, and regulations. The procurement officer may reject any bid that does not comply with all of the material and substantial terms, conditions, and performance requirements of the ITB.

Bidders may not qualify the bid nor restrict the rights of the state. If a bidder does so, the procurement officer may determine the bid to be a non-responsive counter-offer and the bid may be rejected.

Minor informalities that:

- do not affect responsiveness;
- are merely a matter of form or format;
- do not change the relative standing or otherwise prejudice other offers;
- do not change the meaning or scope of the RFP;
- are trivial, negligible, or immaterial in nature;

- do not reflect a material change in the work; or
- do not constitute a substantial reservation against a requirement or provision;

may be waived by the procurement officer.

The state reserves the right to refrain from making an award if it determines that to be in its best interest.

A bid from a debarred or suspended bidder shall be rejected.

SEC. 5.10 STATE NOT RESPONSIBLE FOR PREPARATION COSTS

The state will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any bid.

SEC. 5.11 DISCLOSURE OF BID CONTENTS

All bid prices become public information at the bid opening. After the deadline for receipt of bids, all other bid material submitted become the property of the State of Alaska and may be returned only at the state's option. AS 40.25.110 requires public records to be open to reasonable inspection. All other bid information will be held in confidence during the evaluation process and prior to the time a Notice of Intent to Award is issued. Thereafter, bids will become public information.

The Office of Procurement and Property Management (OPPM), or their designee recognizes that some information an offeror submits might be confidential under the United States or the State of Alaska Constitution, a federal statute or regulation, or a State of Alaska statute: i.e., might be confidential business information (CBI). *See, e.g.*, article 1, section 1 of the Alaska Constitution; AS 45.50.910 – 45.50.945 (the Alaska Uniform Trade Secrets Act); *DNR v. Arctic Slope Regional Corp.*, 834 P.2d 134, 137-39 (Alaska 1991). For OPPM or their designee to treat information an offeror submits with its proposal as CBI, the offeror must do the following when submitting their proposal: (1) mark the specific information it asserts is CBI; and (2) for each discrete set of such information, identify, in writing, each authority the offeror asserts make the information CBI. If the offeror does not do these things, the information will become public after the Notice of Intent to Award is issued. If the offeror does these things, OPPM or their designee will evaluate the offeror's assertion upon receiving a request for the information. If OPPM or their designee reject the assertion, they will, to the extent permitted by federal and State of Alaska law, undertake reasonable measures to give the offeror an opportunity to object to the disclosure of the information.

SEC. 5.12 ASSIGNMENTS

Per 2 AAC 12.480, the contractor may not transfer or assign any portion of the contract without prior written approval from the procurement officer. Bids that are conditioned upon the state's approval of an assignment will be rejected as non-responsive.

SEC. 5.13 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.

SEC. 5.14 DEFAULT

In case of default by the contractor, for any reason whatsoever, the state may procurement 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.

SEC. 5.15 DISPUTES

If the contractor has a claim arising in connection with the contract that it cannot resolve with the state by mutual agreement, it shall pursue the claim, if at all, in accordance with the provisions of AS 36.30.620 – AS 36.30.632.

SEC. 5.16 SEVERABILITY

If any provision of the contract or agreement is found to be invalid or 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.

SEC. 5.17 CONTRACT CANCELLATION

The state reserves the right to cancel the contract at its convenience upon 30 calendar days written notice to the contractor. The state is only liable for payment in accordance with the payment provisions of this contract for supplies or services provide before the effective date termination.

SEC. 5.18 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 5.15 of this ITB, any claim concerning the contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

SEC. 5.19 SOLICITATION ADVERTISING

Public notice has been provided in accordance with 2 AAC 12.220.

SEC. 5.20 QUALIFIED BIDDERS

Per 2 AAC 12.875, unless provided for otherwise in the ITB, to qualify as a bidder for award of a contract issued under AS 36.30, the bidder must:

- 1) Add value in the contract by actually performing, controlling, managing, or supervising the services to be provided; or
- 2) Be in the business of selling and have actually sold on a regular basis the supplies that are the subject of the ITB.

If the bidder leases services or supplies or acts as a broker or agency in providing the services or supplies in order to meet these requirements, the procurement officer may not accept the bidder as a qualified bidder under AS 36.30.

SEC. 5.21 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.

SEC. 5.22 PROTEST

AS 36.30.560 provides that an interested party may protest the content of the ITB.

An interested party is defined in 2 AAC 12.990(a) (7) as "an actual or prospective bidder or offeror whose economic interest might be affected substantially and directly by the issuance of a contract solicitation, the award of a contract, or the failure to award a contract."

If an interested party wishes to protest the content of a solicitation, the protest must be received, in writing, by the procurement officer at least ten days prior to the deadline for receipt of bids.

AS 36.30.560 also provides that an interested party may protest the award of a contract or the proposed award of a contract.

If a bidder wishes to protest the award of a contract or the proposed award of a contract, the protest must be received, in writing, by the procurement officer within ten days after the date the Notice of Intent to Award the contract is issued.

A protester must have submitted a bid in order to have sufficient standing to protest the proposed award of a contract. Protests must include the following information:

- the name, address, and telephone number of the protester;
- the signature of the protester or the protester's representative;
- identification of the contracting agency and the solicitation or contract at issue;

- a detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and the form of relief requested.

Protests filed by telex or telegram are not acceptable because they do not contain a signature. Fax copies containing a signature are acceptable.

The procurement officer will issue a written response to the protest. The response will set out the procurement officer's decision and contain the basis of the decision within the statutory time limit in AS 36.30.580. A copy of the decision will be furnished to the protester by certified mail, fax or another method that provides evidence of receipt.

All bidders will be notified of any protest. The review of protests, decisions of the procurement officer, appeals, and hearings, will be conducted in accordance with the State Procurement Code (AS 36.30), Article 8 "Legal and Contractual Remedies."

SECTION 6. ATTACHMENTS

SEC. 6.01 ATTACHMENTS

Attachments:

- 1) Attachment 1 – Technical Specifications for Scope of Work
- 2) Change Order Form
- 3) Contract Award Template
- 4) Notice of Intent to Award Template
- 5) Alaska Bidder Preference Certification
- 6) Attachment 2 - Bid Schedule (attached separately)

BOTTOM PAINT, SHAFT PULL, DECK NON-SKID 9/2022

**ITB 2022-1200-5115
TECHNICAL SPECIFICATIONS**

P/V CAMA'I SHIPYARD FY-2022

STATE OF ALASKA
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF ALASKA WILDLIFE TROOPERS
VESSEL SECTION
5700 EAST TUDOR ROAD
ANCHORAGE, ALASKA 99507

(907) 269-5445 OFFICE
(907) 269-5616 FAX



LENGTH 69.0 Feet
BREADTH 24.0 Feet
DEPTH 8.8 Feet

GROSS TONS – 52.0

TABLE OF CONTENTS

TASK ONE – TEMPORARY SERVICES

1.01	Mooring	4
1.02	Shore Power	4
1.03	Telephone	4
1.04	Potable Water	4
1.05	Ship's Service Air	4
1.06	Gangway	5
1.07	Fire Protection	5
1.08	Deck Covering	5
1.09	Garbage	5
1.10	Parking	5
1.11	Toilet Facilities	5
1.12	Tank Access and Testing	6

TASK TWO – MISCELLANEOUS ACCOUNTS

2.01	Vessel Account	7
2.02	Welding Account	7
2.03	Crane Service Account	7

TASK THREE – DRY DOCKING

3.01	Dry Docking	8
3.02	Blocking Plan	9
3.03	Dry Dock Meeting	10
3.04	Lay Days	10

TASK FOUR – HULL SERVICES

4.01	Bearing Readings, Packing Replacement, Propeller, Rudder, and Shaft Work	11
4.02	Serviced Sea Valve	13
4.03	Inspection and Replacement of Hull Zincs	14

TASK FIVE – HULL PAINTING

ITB 2022-1200-5115
P/V CAMA'I
TECHNICAL SPECIFICATIONS

5.01	Prerequisites to Preparation and Coating	15
5.02	Preparation and Coating Required.....	15
5.02a	Exterior Hull: Keels to top of bottom paint including inside Sea Chests and Grading.....	16
5.02b	Exterior Hull: Port and Starboard Slashes.....	16
5.02c	Stripes, Trim, and Lettering	17
5.02d	Spare Paint	17
5.03	General Preparation and Painting Requirements.....	17 - 19
5.04	Painting Schedule	19 - 20

TASK SIX – TANK CLEANING (CONTINGENT ITEM)

Scope.....	21
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ATTACHMENT

Attachment One (1) Change Order	22
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TASK 1.0 TEMPORARY SERVICES

The Temporary Services described in this Section shall be provided for all days of this contract, including when berthed or dry-docked and for all lay-days.

1.01 MOORING

Immediately upon the arrival of the vessel at the Contractor's facility, the Contractor shall provide adequate moorage, mooring fenders, and mooring lines to secure the 69-foot vessel pier-side throughout the shipyard contract period. The vessel is to be moored to the assigned berth so that the vessel's crew, shipyard workers and their materials and equipment have easy access. Appropriate marine fenders shall be strategically placed so wearing or damage to the vessel does not occur. TIRES SHALL NOT BE USED AS FENDERS.

If the Contractor intends to moor the vessel alongside a pier with tidal fluctuations, the Contractor shall ensure that the vessel can safely move up and down through any expected tidal range, without mooring line adjustment. The Skipper of the vessel will make the final determination that adequate mooring lines have been provided.

1.02 SHORE POWER

Immediately upon the arrival of the vessel at the Contractor's facility, the Contractor shall provide shore power hook up for the vessel. The Contractor shall supply 240 VAC three phase, 4 wire single phase, 100-amp service. Electrical shore power is required at all times, including while out of the water, except when the vessel is being shifted.

1.03 TELEPHONE

The Contractor shall provide a telephone service line hooked into the vessel's standard telephone system. Telephone service is required at all times, including while the vessel is out of the water, except when the vessel is being shifted. The telephone service shall provide local, toll free and long distance incoming and outgoing access; however outgoing long distance shall require the use of a calling card. This item shall be bid as a lump sum and shall include the hookup charge, daily rate, and a disconnect fee, including additional disconnect/ hook-up fees if required when shifting the vessel. The Owner will not be responsible for any long-distance charges accrued on this telephone service.

1.04 POTABLE WATER

Contractor shall provide a 1½" fire hose with potable water, so that the vessel's crew may fill the vessel's potable water tanks after work is completed, but prior to the vessel departing the shipyard.

1.05 SHIPS'S SERVICE AIR

Contractor shall provide an air hose for ship's service air with a pressure of 125 PSI minimum and a volume of 10.0 CFM.

ITB 2022-1200-5115
P/V CAMA'I
TECHNICAL SPECIFICATIONS

1.06 GANGWAY

The Contractor shall provide an OSHA approved gangway system to provide personnel access to the main deck of the vessel and adequately safeguard the passage of persons coming and going from the vessel. Vessel access is required at all times, including while the vessel is out of the water, except when the vessel is being shifted.

1.07 FIRE PROTECTION

The Contractor shall provide one 2½" fire hose to the vessel's main deck to charge the vessel's fire-fighting system. In addition, the Contractor shall provide at least one shore based fire station, with a stowed 2½" hose and nozzle that is capable of spraying a large stream of water anywhere on the vessel. Fire main pressure is required at all times, including while the vessel is out of the water, except when the vessel is being shifted.

In addition to fire main pressure, the Contractor shall provide a fire and safety plan to the Skipper of the vessel during the Pre-shipyard meeting. This plan shall include 24 hour per day phone numbers for all safety, fire, and emergency response personnel. The plan shall also detail the yard's fire-fighting and safety procedures and capabilities. Emergency services response is required 24 hours per day, seven days per week. Emergency contact information shall be prominently posted by Contractor, on laminated or waterproof paper, at the entry point of the vessel's wheel-house.

1.08 DECK COVERING

Immediately upon the arrival of the vessel to the Contractor's facility, the Contractor shall provide and maintain, during the entire shipyard period, a protective covering to all inside main deck areas, the passageways, and the wheel-house deck. At the end of the shipyard period, the Contractor shall remove and discard the protective covering. Any areas soiled during the shipyard period are the sole responsibility of, and shall be cleaned and / or repaired by, the Contractor.

1.09 GARBAGE

The Contractor shall provide an adequate dumpster with regular dumping service for use by the vessel's crew, at a convenient location for use during the entire shipyard period.

1.10 PARKING

The Contractor shall provide two (2) assigned parking spaces for use by the crew's rental vehicles at a location convenient for use during the entire shipyard period.

1.11 TOILET FACILITIES

The Contractor shall provide one (1) each portable or permanent toilet on sight during the entire Contract period. Contractor shall provide regular cleaning services for the toilet, minimum of once per week.

ITB 2022-1200-5115
P/V CAMA'I
TECHNICAL SPECIFICATIONS

1.12 TANK ACCESS AND TESTING

The Contractor shall open the following tanks and voids, test the air quality of these spaces, and re-installing all covers after work in this specification is completed.

1. Fuel Oil Tanks to be cleaned and inspected as required in Task Seven
2. Starboard Void #1 (void forward of Crew Staterooms)
3. Void #3 (void forward of Engine Room)
4. Engine Room

Contractor shall remove applicable quick access covers and/ or bolt down covers on the voids, tanks, and spaces listed above. Contractor shall ventilate and provide a Chemist's "Safe for Entry Certificate/ Safe for Hot-work Certificate" for the tanks, and spaces listed above. This item includes the cost of the Marine Chemist, travel, per diem, and any safety covers/protection, if required. The Contractor shall maintain the voids, tanks and spaces Safe for Entry/ Safe for Hot Work certificates during the contract period unless otherwise indicated in writing by the Owner. If a transfer of the vessel requires new inspections by a Marine Chemist, then Contractor is responsible for re-certifying the spaces. At the completion of the contract, or earlier if requested by Owner, Contractor shall reinstall covers with new gasket and existing hardware and visually ensure tanks and voids are properly sealed.

The Contractor is responsible for keeping all water and dirt out of open voids and tanks. Should water or dirt enter these spaces, the Contractor shall remove it at no additional cost to the owner. The Contractor shall provide suitable safety guards around open covers.

TASK 2.0 MISCELLANEOUS ACCOUNTS

The Contractor shall provide the materials, equipment and labor for each of the following subtasks, including any removal of items in providing the following services. The Bidder shall provide cost information for each subtask in the ITB Bid Schedule.

2.01 VESSEL ACCOUNT

No local accounts will be required as the vessel will remain in homeport for its drydock.

2.02 WELDING ACCOUNT

The Contractor shall provide the services of a Certified Marine Aluminum Welder and all necessary welding equipment, supplies, and support systems. This item shall be bid as a unit price in dollars per hour for a welder. For purposes of bid comparison, the hourly rate bid on the ITB will be multiplied by fifteen (15), however the actual quantity of welding hours will be determined during the Contract period. The Owner shall be invoiced only for the actual number of hours of welding, multiplied by the hourly rate shown in the ITB.

The intent of this item is to assist the vessel's crew accomplish small miscellaneous work projects that may arise during the shipyard period. The Vessel Captain has authority to direct projects from this account.

2.03 CRANE SERVICE ACCOUNT

The Contractor shall provide the services of a crane or boom truck to lift gear off and on the vessel. Lifting device shall be large enough to pick a five (5) Ton load from the main deck of the vessel while it is moored at the Contractor's facility and in Dry Dock.

The intent of this item is to assist the vessel's crew in removing and installing large and or bulky items on and off the vessel. The Owner's Representative has the authority to direct projects from this account.

This item shall be bid as a unit price in dollars per hour for crane/ boom truck and qualified operator. For the purposes of bid comparison, the hourly rate bid on the ITB will be multiplied by ten (10), however the actual quantity of use hours will be determined during the Contract period.

TASK 3.0 DRY DOCKING

3.01 DRY DOCKING

REFERENCES

3A) Kvichalk Drawing 6461-232 Rev B Graving Arrangement

SCOPE

This work consists of safely lifting the vessel from the water, safely launching the vessel, and allows for the necessary time for the vessel to sit on the lifting facility (Lay Days), in order to complete all related definite bid items. The ITB Bid Schedule shall include all fees and costs associated with dry-docking, lay-days, and moving the vessel in and out of the dry dock, including tug fees if required, as defined in this section.

The Contractor shall provide labor, material, and equipment, for dry-docking and un-docking the vessel to accomplish all work described herein. The Contractor is responsible for all docking and un-docking activities and shall thoroughly review the vessel's docking plan with regard to blocking in way of the keel, transducers, keel-coolers, propellers, anodes, rolling chocks, and other sensitive areas.

It is the Contractor's responsibility to plan for a dry dock period of adequate length to accomplish all work items, both Definite and Contingent, so that all work occurs during the same dry-dock period.

The Contractor shall own or be the primary or secondary lessee of the haul out facility. If the Contractor is the secondary lessee, a statement indicating that shall be included in the bid and a copy of the lease contract shall accompany the bid. The secondary lease shall indicate that the Contractor is the primary party responsible for all rights and responsibilities.

Contractor may drydock the vessel using a Graving Dock, Drydock, Synchrolift, Marine Travelift, or an alternate lifting method as indicated below. Contractor shall not use a marine tidal grid or homebuilt trailer for purposes of dry docking the vessel.

Graving Dock, Drydock, or Synchrolift Facility:

The Contractor shall provide the Owner a certificate for the dry dock/lifting facility (i.e. American Bureau of Shipping). Mechanical lifting facilities shall provide certificates indicating size, type, and age of any cables used for lifting or hauling the vessel.

The Contractor shall provide a diver to inspect the vessel to ensure that the vessel is properly landed on the docking blocks and that all appendages and sensitive areas are free and clear prior to lifting the vessel.

Marine Travelift:

Mechanical lifting facilities shall provide a plan of action for approval by the Owner's Representative including number of lifting straps to be used, location of straps on hull, and certificates indicating size, type, and age of any rigging used for lifting or hauling the vessel. If vessel is lifted using straps, a minimum of four straps shall be used and the straps shall be tied together longitudinally and secured to the vessel to alleviate vessel slippage during the lift and transport to and from blocking area. This is due to the fact that Intersleek bottom paint is applied to the underwater hull.

ITB 2022-1200-5115
P/V CAMA'I
TECHNICAL SPECIFICATIONS

Other Lifting and Hauling Methods:

In the case of lifting or moving the vessel by a device not solely designed and dedicated to the lifting of marine vessels (like a crane or railroad), the Contractor shall provide a suitable written plan of action to the Owner's Representative for approval, stating specifically the equipment to be used, loads placed on the vessel, allowable equipment loads, and factors of safety, stamped by a professional engineer. This plan shall also include the rating and condition of all specific lifting and rigging gear and moving components, equipment certifications, a calculation of stress on the vessel's structure, and a drawing showing the location of lifting gear in relation to the vessel structure. The written plan must be submitted at least 7 days prior to this planned activity.

3.02 BLOCKING PLAN

Irrespective of the device used to lift the vessel, Contractor shall develop a blocking plan to safely support the vessel when out of the water in accordance with Reference 3A) and to meet the requirements of this section. The Contractor shall provide the Owner with calculations which demonstrate the pressure that the keel blocks will exert on the vessel's hull and the associated load rating of the lift facility. Special attention shall be paid to the pressure under the keel of this vessel.

- a) Keel blocks shall be sized and spaced in accordance with Reference 3A). Keel blocks shall support the vessel over the entire length of the keel.
- b) Individual blocks shall contact the vessel by at least 75% of the block's bearing area. A block's bearing area shall be assumed to be the entire upper face of the block, unless otherwise stated in the bearing calculations presented at the dry dock meeting. Blocking shall be considered inadequate if two total keel blocks fail to contact the vessel properly. Shoring of blocks is not acceptable. The Contractor shall immediately re-float the vessel if these requirements are not met.
- c) Block faces must be wood and must be smooth and level (plus or minus 1/4 inch) along the entire bearing length. If necessary, two inches of soft wood crush caps may be installed on blocks along the entire bearing length of vessel.
- d) All docking plugs, sea chests, transducers and other penetrations indicated on the docking plan must be well clear of blocking.

The Contractor shall lift the vessel such that work can occur on all parts of the vessel, including removing and installing both rudders, propellers, and shafts. The vessel shall be lifted such that it is protected from work, dirt, and overspray from adjacent vessels. If the Cama'i is impacted from adjacent vessels or vessel work, the Contractor shall remedy any impact, prior to launching.

3.03 DRY DOCK MEETING

A dry-dock meeting shall take place at least one (1) day prior to the vessel being dry-docked. At this time the Dock Master will present his blocking plan and calculations (including lifting strengths, blocking plan, block and/or lifting pressures, and vessel structural stresses) and describe his plan for docking the vessel including: schedule, weather, the use of engines, tugs, communications, and other relevant items. The Contractor shall assume that the crew and the vessels propulsion engines will not be available. The Contractor shall present a plan for all waterborne movements of the vessel for review and approval by the Owner. If appropriate, the Contractor shall present, in detail, the plan for land transfer of the vessel.

The Contractor shall notify the Owner a minimum of 48 hours prior to dry-docking/ un-docking the vessel. The Contractor shall not initiate docking activities without the expressed permission of the Owner. The Contractor may not undock and re-dock the vessel during the period that the work is in progress on the underwater hull items.

3.04 LAY DAYS

Lay Days is defined as space rental and all necessary expenses to provide a suitable place to perform required construction work on the vessel, while it is out of the water.

Lay Days for the time required to complete all Definite Bid items are not included in this section and shall be included in the price for Dry Docking, as required in Task Three.

Lay Days shall not be charged for the day of lifting and the day of launching the vessel

Contractor shall price the Contingent Items to include cost of any additional Lay Days, if required. If a Contingent Item of work is activated, the Contractor shall add the required additional Lay Days to dry-dock period at no additional cost or impact to the Owner, other than the Contingent Item bid cost.

At the dry dock meeting (above) the Contractor' plan for work shall include the number of Lay Days required by the Contractor to perform the Definite Items and each Contingent item. The plan shall also indicate when each Contingent Item must be activated to permit completion within the dry dock period.

This item shall be bid as a unit price in dollars per one Lay Day. Using this daily price, the Owner may elect to extend the dry dock period for up to ten (10) consecutive days, as necessary to accomplish the Owner's unforeseen or delayed work. Owner is not responsible for Lay Days that are the result of Contractor's unforeseen or delayed work.

TASK 4.0 HULL SERVICES

4.01 BEARING READINGS, PACKING REPLACEMENT, PROPELLER, RUDDER, & SHAFT WORK

PROPELLERS

The Contractor shall remove each of the vessel's two propellers and safely store them on pallets. New refurbished five blade propellers' will be installed by the contractor and refurbishment propeller's will be provided by the vessel.

After re-installation of shafts as required by this Section, Contractor shall install propellers on the vessel by first checking the fit up of the taper using blue compound to demonstrate a minimum hub/shaft contact area of 80%. If a propeller fails testing, it shall be lapped with grinding compound and retested for fit up using blue compound. Once a contact area of 80% has been achieved, the Contractor shall provide a CFR to the Owner detailing the final contact area. Following approval of blue test, Contractor shall be seating propellers and installing zinc nuts. Owner's Representative shall witness taper blue fit. Replace shaft packing.

Owner has indicated that the propeller is 5-Bladed, 30 inches in diameter, and 33½ inches pitch. Propellers where last refurbished by the following vendor:

Contact: Sound Propeller
7916 8th Avenue South
Seattle, Washington 98109
(206) 788-4202

RUDDERS

Contractor shall remove the two existing rudders (one port and one starboard). Rudders are composite rudder blades with a stainless-steel shaft. Contractor shall carefully disassemble and remove the rudder tiller arms. Tiller arms, tiller key and steering linkages shall be cleaned and stored for reinstallation.

After removal, Contractor shall inspect the rudder bearings, thrust plates and tiller arms and provide the Owner's Representative with a CFR identifying any deficiencies. Condition Found Report shall also include two outside diameter (OD) measurements of the rudder shaft in way of each rudder bearing (one measurement oriented fore and aft and one measurement oriented port and starboard). Any repairs to the rudder will be handled as a Change Order.

ITB 2022-1200-5115
P/V CAMA'I
TECHNICAL SPECIFICATIONS

Contractor shall measure two internal diameters (ID) (one measurement fore and aft, and a second measurement port and starboard to match the rudder shaft OD measurements) of each rudder bearing for each rudder shaft. Contractor shall provide a CFR to the Owner's Representative detailing the rudder bearing internal diameters along with a comparison to the rudder shaft diameter measurements previously taken. Any rudder bearing replacements shall be handled as a Change Order.

Following the installation of new shafts, as described in this Section, Contractor shall re-install both the port and starboard rudder using existing thrust plates and tiller arms.

SHAFTING

Contractor shall tag, remove, inspect, and store the SPURS line cutter from both the port and starboard shaft. Contractor shall provide a CFR detailing the condition of the SPURS line cutters. Any replacement parts required shall be handled as a change order.

Contractor shall remove both port and starboard 3' propulsion shaft and move to a clean workshop.

Both port and starboard shafts shall be mounted on a lathe to measure run-out and shaft outside diameters in way of cutlass bearings. Contractor shall provide a CFR to the Owner's Representative with shaft run-out measurements and shaft diameters prior to re-installation.

Contractor shall remove and dispose the existing cutlass bearing from both the port and starboard the strut barrels. Contractor shall supply and install two new Johnson Cutlass Non-Metallic Bearings, Code Laura, with 3.0" ID and 12" length, one for the port strut barrel and one for the starboard strut barrel. Prior to re-installation of shafts, Contractor shall measure the ID of both port and starboard cutlass bearings. Bearing internal diameters shall be taken in both the vertical and athwartships direction at both ends of the bearings (four measurements per bearing). Contractor shall provide a CFR with bearing dimensions and a comparison to the shaft diameters.

Prior to re-installation of shafts, Contractor shall remove and re-install both port and starboard gears as required by Section 6.

Contractor shall supply and install new Packless Sealing System (PSS) Drip-less shaft seals for both port and starboard shafts. New dripless shaft seals shall be a PSS shaft seal for a 3" diameter shaft, similar to the existing shaft seal.

Contractor shall re-install 3" propulsion shafts, and any associated equipment (including the previously removed SPURS line cutters). All coupler bolts shall be new. Contractor shall align propeller shaft prior to vessel launch and provide a CFR to the Owner's Representative. 24 hours after vessel launch, Contractor shall re-align propulsion shaft and provide a CFR to the Owner's Representative which details the amount of misalignment after vessel launch.

4.02 SERVICE SEA VALVES

APPLICABLE DOCUMENTS

– None –

SCOPE

The Contractor shall tag and remove each of the 9 sea valves listed in this section and move them to a clean workshop.

For each removed valve that is less than 3" NPS, Contractor shall procure a new valve of identical model, material, and performance.

For each valve 3" NPS and greater in size, Contractor shall disassemble, clean, visually inspect, and "Prussian Blue" test each valve to ensure 100% seat contact. Owner's Representative shall witness the results of all blue testing. If the valve passes testing, it shall be reassembled with new cloth-inserted gaskets and valve stem packing material. If a valve fails testing, it shall be lapped with grinding compound for a minimum of 30 minutes and retested with "Prussian Blue". Following inspection and blue testing, Contractor shall provide a CFR to the Owner detailing the condition of all valves.

The repair of valves that fail the second "Prussian Blue" test shall be handled by Change Order. In the CFR, the Contractor shall propose a method and cost to repair or replace defective valves. In general, valves greater than 3" shall be repaired with new parts and valves less than 3" shall be replaced with a new valve of identical model, material, and performance. The cost to reassemble valves with new gaskets and stem packing material shall not be included in the Change Order; this effort is assumed to be included in the normal scope of work for this section.

After all valves are purchased or repaired and reassembled, the Contractor shall move the valves back to the vessel and re-install the valves in the vessel. All non-threaded valves shall be installed with new gaskets and new marine grade stainless steel nuts, bolts, and washers using marine grade never-seize on all fasteners.

QUALITY ASSURANCE

The Contractor shall insure that the Owner's Representative inspects all phases of this task and that all materials are of good marine grade.

DOCUMENTATION

The Contractor shall provide a CFR documenting the condition of all valves and copies of any purchase orders associated with new valves or valve repair components.

ITB 2022-1200-5115
P/V CAMA'I
TECHNICAL SPECIFICATIONS

SEA VALVES

Overboard Valves:

- 1 ea. - 1½" check valve Head Sink
- 1 ea. - 1½" check valve Galley Sink
- 1 ea. - 1½" check valve Shower Drain
- 2 ea. - 1½" ball valve Generators Raw Water dump

Sea Valves:

- 2 ea. - 2½" ball valve Main Engines Raw Water cooling sea suction
- 2 ea. - 2" ball valve Generators Raw Water cooling sea suction
- 1 ea. - 1½" ball valve Fire Pump Raw Water sea suction
- 1 ea. - 1½" ball valve Bilge Pump Raw Water sea suction
- 1 ea. - 2" ball valve Watermaker Raw Water sea suction

4.03 INSPECTION AND REPLACEMENT OF HULL ZINC'S

APPLICABLE DOCUMENTS

– None –

SCOPE

The Contractor shall provide and replace all hull zincs with new zincs. All zincs are to be removed and replaced with a zinc of appropriate size and weight. The majority of the zincs are the **bolt on** type. The Contractor shall utilize all new marine quality stainless steel hardware when installing new hull zincs. Conductivity testing will be done on each zinc and witnessed by the Owner's Representative. After completion of testing, Contractor shall provide the Owner's Representative with a CFR detailing the results of the conductivity testing.

There are 2 each twenty pound bolt-on hull zincs and 2 each twelve pound tear-drop shaped zincs to be replaced. The tear-drop zinc tabs will need to be drilled out to the proper size to facilitate bolting on new zincs in the location where the old zincs were removed.

QUALITY ASSURANCE

The Contractor shall insure that the Owner's Representative inspects all phases of this Task and all materials are of good marine grade.

DOCUMENTATION

The Contractor shall provide a CFR documenting the results of all conductivity tests.

TASK 5.0 HULL PAINTING

5.01 PREREQUISITES TO PREPARING AND COATING

Welds and piping system joints or connections requiring pressure or water testing or visual inspection shall not be coated until after all tests and inspections are complete and the weld, piping joint or connection has been accepted by the Owner.

Prior to the application of coatings, all surfaces shall be dry and free of foreign matter such as dirt, dust, crayon marks, grease, mill scale, residual abrasive, rust, salt deposits and weld spatter.

Scuppers and drains shall be sealed or extended as required to prevent moisture or water contamination on coated surfaces during the drying period.

Prior to any surface preparation or coating, all adjacent surfaces, fittings, ducts, wiring, components, equipment, etc. shall be fully protected to the satisfaction of the Owner's Representative. Protection shall be specifically provided for all bearings, shafts, stocks, transducers, keel coolers, zincs, and any other underwater appendages that may be damaged or affected by preparation or paint. Protection shall be provided for windows, doors, hinges/ dogs, hoses, hydraulic fittings, and any machinery or electronic components on the exterior of the vessel that may be damaged or affected by preparation or paint. The Contractor shall protect all interior portions of the vessel at all times from blast grit, dust, and paint. The protection of ventilation systems shall be specifically addressed by the Contractor prior to preparation or painting.

Protection from sand blasting shall be inspected and approved by the Owner's Representative prior to blasting.

Any delays or damage to the vessel or its systems as a result of poor protection shall be addressed in accordance with Section 5.04 of this specification. The Contractor shall provide all labor, material, and equipment to complete preparation and painting of the vessel as follows:

5.02 PREPARATION AND COATING REQUIRED

The vessel shall be prepared and painted in accordance with this section. Paint color, type, thickness, etc. shall be in accordance with Task Five (5). Paint Schedule (below), unless otherwise indicated.

5.02-A Exterior Hull: Keels to top of bottom paint including inside Sea Chests and Gratings

REQUIRED SURFACES

The surfaces applicable to this item are:

All hull surfaces from the top of the boot strip down to the keel, including rudders, struts, keels, sea chest, bow thruster tunnel and grating, etc.

PREPARATION

Prior to surface preparation, all adjacent or sensitive surfaces shall be fully protected in accordance with this specification. For example: shaft and rudder bearings, sea chests, etc.

All required surfaces shall be washed immediately after vessel is hauled with fresh water high pressure wash (3500-5000 psi) to remove all salts, contaminants, oils etc. This includes any marine growth and dirt along the waterline of the vessel, propeller, rudder, and strut surfaces, etc. After washing, Contractor shall inspect the hull (with Owner's Representative) and report any deficiencies.

Contractor shall abrasive blast per SSPC-SP 10 "Near White Metal Blast" the all required surfaces to bare aluminum.

SURFACE COATING

Contractor shall apply two coats of anti-corrosive paint and two coats of anti-foulant in accordance with the Paint schedule in Section 5.05.

Note: International Paint Representative to be on site during total bottom coatings application.

5.02-B Exterior Hull: Port and Starboard Slashes

REQUIRED SURFACES

The surfaces applicable to this item are:

All hull surfaces from the top of the boot strip down to the keel, to the bulwark cap.

PREPARATION

Prior to surface preparation, all sensitive surfaces below, adjacent to, or up to 10 feet above the area of work shall be fully protected with plywood or rubber in accordance with this specification and to the satisfaction of the Owner's Representative. Any hydraulic rams or valves shall be carefully removed, protected and stored or completely covered with wood and sealed to prevent any ingress of blasting grit and damage to sealing surfaces. Sensitive areas to be protected include vent check valves, such as air intakes, lights, wiring, hoses, doors, and windows, etc. In addition, sea strainer guards will be removed and through hulls will be cleaned and guards will be re-installed.

All required surfaces shall be washed immediately after vessel is hauled with fresh water high pressure wash (3500-5000 psi) to remove all salts, contaminants, oils etc. This includes any marine growth and dirt along the waterline of the vessel. After washing, Contractor shall inspect the hull (with Owner's Representative) and report any deficiencies.

ITB 2022-1200-5115
P/V CAMA'I
TECHNICAL SPECIFICATIONS

Contractor shall carefully measure and record the location of the existing slashes on both port and starboard sides of the vessel. Contractor shall bead to bare aluminum the port and starboard slashes.

SURFACE COATING

Contractor shall re-apply the port and starboard slashes with a coating system in accordance with the paint specification in Section 5.05 Paint Schedule.

Contractor shall re-paint gold trim stripes each side of the vessel and any other trim and draft marks in accordance with Section 5.05 Paint Schedule, except vinyl decals which are addressed in 5.03-C below.

5.02-C Stripes, Trim, and Lettering

Contractor shall remove and re-install vinyl decals and emblems if found to be re-usable as follows: two bow vessel names, one stern name, one stern hailing port, two gold badges. Vinyl decals and emblems will be supplied by the Owner if required to be replaced. **Note:** If the Owner's Representative finds the existing decals and emblems be in good shape, he may direct the Contractor to protect them with tape, etc and repaint slash around them or remove them and them reapply over the new paint.

Contractor shall touch up the paint on any disturbed trim stripes. Per paint schedule. Font selection must be approved by Owner prior to painting or lettering. Instead of painting letters, decals may be applied if approved by the Owner Representative.

5.02-D Spare Paint

The Contractor will supply the following quantities of spare paint to the vessel before the vessel departs the Contractor's facility.

1 gal Rodda 7361 Sky Blue
1 qt Sign Painters 109-L Metallic Gold
1 gal Rodda 74079 Galva-Cling Primer
1 gal Rodda 7181994 Flat Black All Purpose Equipment Enamel

5.03 GENERAL PREPARATION AND PAINTING REQUIREMENTS

REQUIREMENTS DURING COATING APPLICATION AND CURING

All surfaces shall be kept dry, clean and free of rust and foreign matter at the time of application of any coating and throughout the curing period.

Coatings shall be applied under environmental conditions conforming to the manufacturer's recommendations as listed on the manufacturer's published data sheets for the coatings being applied. Coatings shall not be applied at ambient or surface temperatures less than the minimum application temperature recommended by the manufacturer for the particular coating involved. No coating shall be applied when the dew point temperature is equal to or greater than the surface temperature of the surface to be coated.

ITB 2022-1200-5115
P/V CAMA'I
TECHNICAL SPECIFICATIONS

For each coat applied, the Contractor shall take readings and produce a record of the ambient, surface, and dew point temperature as measured 1) before starting the coat application, 2) upon completion of the application, and 3) for every 4 hours in between (if applicable to the coat). The Contractor shall also take wet and dry film thickness measurements during and following coating applications and maintain records that map these readings to the coated areas and indicate compliance or non-compliance with intended millage (for wet film) and required millage (for dry film).

All paint coats and required thickness of coatings shall be confirmed through spot checks in the presence of the Owner's Representative after each coat is applied.

The Contractor shall provide a copy of the temperature and wet film thickness records, including notations regarding compliance and non-compliance with requirements, to the Owner's Representative within 24 hours after the coating event. The Contractor shall provide a copy of the dry film thickness measurements, including notations regarding compliance and non-compliance with requirements, to the Owner's Representative and review the results with the Owner's Representative prior to application of the next coat. Timing between coats shall also be specifically addressed at this time.

Should the Contractor choose to paint hull structures or attachments which may be affected by condensation caused by the vessel being waterborne or another reason, extraordinary care shall be exercised to ensure that surfaces to be painted are thoroughly dry and remain dry throughout the coating and curing periods. Spaces shall be heated and dehumidified to levels in accordance with the paint manufacturer's preparation and application guidelines to obtain and maintain proper application and curing temperatures and prevent the onset of condensation.

A copy of the paint manufacturer's preparation and applications guidelines applicable to each coating system shall be provided to the Owner's Representative prior to application of any coatings.

CORRECTION OF DAMAGE FROM PAINT OVERSPRAY

Any paint overspray applied to any of the equipment and surfaces shall be immediately and carefully removed.

CLEANING OF BLASTING GRIT

All affected spaces and surfaces shall be cleaned free of grit and residue immediately after grit blasting and prior to any coating. Sequence of blasting shall be arranged to keep blasting grit off new paint.

Machinery, equipment, and surfaces damaged, marred, or contaminated shall be promptly repaired, replaced, or cleaned to pre-existing condition at the Contractor's expense.

SURFACE PREPARATION

Prior to surface preparation, all adjacent surfaces shall be fully protected in accordance with Subsection 5.02 of this specification.

ITB 2022-1200-5115
P/V CAMA'I
TECHNICAL SPECIFICATIONS

During a multi-day blasting effort, the Contractor shall apply an appropriate primer coat to blasted areas immediately upon completion of the day's sand blasting to avoid staining. Under no circumstances shall a freshly blasted steel surface be left more than six (6) hours without primer. Should freshly blasted steel be left unprimed, the Contractor shall re-blast to the originally required quality, removing all traces of rust bloom.

All welds and weld affected or burned areas not sand blasted shall be power ground to bare metal and prepared and painted in accordance with the paint schedule.

DOCUMENTATION

The Contractor shall provide the following documentation and technical information:

A) Paint manufacturer's preparation and applications guidelines shall be available on site for review by Owner's Representative.

B) Paint Application Log. Create and keep on site for review and approval by Owner's Representative and submit to Owner's Representative after completion of painting. The log shall contain the information required in Subsection 5.04 and also specific paint catalog numbers and colors.

5.04 PAINT SCHEDULE

PAINT MANUFACTURER

In order to maintain paint compatibility, all paint used on this project shall be manufactured by the below listed paint manufacturers, unless approved otherwise in writing by the Owner. Paint reducer and accelerator (if necessary) shall also be manufactured by the below listed manufacturers in accordance with manufacturer's guidelines. An alternate paint schedule will be considered provided it meets or exceeds the below standards.

International Paint Representative:

Rodda Paint Representative:

The Contractor shall use the latest paint products in all phases of this item. All stock utilized shall not be more than 6 months old.

Exterior Hulls: Keels to top of Bottom paint

Apply 1 full coat Intershield 300 - Bronze @ 6.0 MDFT.

Apply 1 full coat Intershield 300 - Aluminum @ 6.0 MDFT.

Apply 1 full coat Interspeed 5640 - Red @ 5.0 MDFT.

Apply 1 full coat Interspeed 5640 - Black @ 5.0 MDFT

Note: After paint has cured completely the vessel will be picked up and shifted forward or aft (Dockmaster's decision) 18 to 20 inches so that the hull areas that were covered by the keel blocks will be exposed and can be blasted and painted according to the specifications.

ITB 2022-1200-5115
P/V CAMA'I
TECHNICAL SPECIFICATIONS

EXTERIOR HULL: PORT AND STARBOARD SLASHES

Apply 1 coat 74079 Galva-Cling Primer 2 mils on spots water or bead blasted to exposed metal.
Apply 2 coats Rodda Polycoat High Solids Color 7361 - Sky Blue to entire slash surface area.
1.5 mils each coat and Sign Painters 109-L Metallic Gold for diagonal stripes 2.0 mils each coat.

EXTERIOR DECKS

All Decks where non-skid will be blasted and New non-skid applied. Contractor will provide suggested options for non-skid approved for aluminum decking.

One piece of small UHMW will be replaced under the anchor chain to provide protection of the aluminum deck from the anchor chain.

ALL INTERIOR SPACES NOT COVERED WITH INSULATION

This Section not used.

TASK 6.0 TANK CLEANING

APPLICABLE DOCUMENTS

7A) Kvichak Drawing 6961-350-001 Rev A Fuel System

SCOPE

The Contractor shall provide the materials, equipment and labor to clean the vessel's two (2) 975 gallon Fuel Oil tanks. Fuel Oil tanks are integral with the vessel demi-hulls and accessible from the void forward of the engine room.

Cleaning of the Fuel Oil tanks shall be a multi stage process to permit fuel to be transferred between tanks and shall be coordinated with the vessel's crew. Prior to starting tank cleaning, Contractor shall meet with the Owner's Representative and provide a schedule for tank cleaning. Tank cleaning schedule shall clearly indicated time required for cleaning of first tank, tank inspection, fuel to be shifted to cleaned and inspected tank, cleaning of second tank, and inspection of second tank.

For bidding purposes, the Contractor shall assume that the Owner will shift fuel between port and starboard tanks during the cleaning and inspection process. Contractor shall remove and disposed of any residual fuel oil (up to 5 gallons per tank) remaining after Owner has shifted fuel.

The Owner's Representative shall approve detergent selection prior to start of cleaning process. Detergent water mix must be such that a soapy residue is not left in tank.

Contractor is responsible for the pumping and disposal of any liquid generated during the cleaning. Tanks must be clean and dry when Contractor is finished. The intent is that the FO tanks will be cleaned in a manner that will allow a "Safe for Entry" certificate to be obtained from a Marine Chemist or certified competent person. Air testing by a "competent" person shall only be accepted if the Contractor can fully document this person's qualifications.

Once each tank is cleaned and certified, the Owner and a surveyor will inspect each of the tanks and associated valves. Tank suction/discharge valves shall be functionally checked by sequencing the valves open and closed through two full cycles. Any repair work identified during inspections shall be the subject of a Change Order.

After all work is accomplished, the tanks shall be closed up with new manhole gaskets, stud grommets and new hardware as required by Section 1.12.

Once closed, Fuel Oil tanks shall be air-tested in accordance with ABS tank testing requirements to demonstrate the tank is properly sealed.

ITB 2022-1200-5115
P/V CAMA'I
TECHNICAL SPECIFICATIONS

Attachment One (1)

STATE OF ALASKA
Department of Public Safety/ Division of Alaska Wildlife Troopers/ Vessel Section
Patrol Vessel CAMA'I – FY-2022 SHIPYARD

Date: _____

Job Order: _____ ☐ Condition Report ☐ Change Order ☐ Addition Order: _____

1. Condition: _____

2. Recommendation: _____

3. Comments: _____

4. Material Costs: _____

5. Labor Costs: _____

6. Est. Time Required: _____

TOTAL COSTS:

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☐ Estimated costs OR ☐ Firm-bid-quote

NOTE: No over-time is authorized or will be paid unless it is specified above

	State's Representative	Shipyard's Representative
Originator		
Recommended / Not Recommended		

CONTRACT AWARD	STATE OF ALASKA Department of Public Safety Administrative Services 4805 Dr. Martin Luther King Junior Ave. Anchorage, Alaska 99507	CONTRACT AWARD NUMBER CXXXXXX												
ORDERING DEPARTMENT:	IRIS DOCUMENT ID #	DATE OF CONTRACT AWARD												
	COMMODITY CODE	AGENCY FUND CODING												
	DATE INITIAL CONTRACT BEGINS	DATE INITIAL CONTRACT ENDS												
CONTRACTOR: Name: Address: Point of Contact: Phone:	NOT TO EXCEED AMOUNT FOR LIFE OF THE CONTRACT	NUMBER & PERIOD OF RENEWAL OPTIONS												
	VENDOR NUMBER	ALASKA BUSINESS LICENSE NUMBER												
ISSUED IN ACCORDANCE WITH BID #:														
NOTE: This order constitutes a binding commitment between the State and the contractor listed hereon. Unauthorized modification without the expressed prior approval of the contracting authority will result in a financial obligation on the contractor and/or unauthorized State personnel making the change.														
DESCRIPTION														
I. The purpose of this contract is [brief description that references solicitation title] II. The terms and conditions of [ITB] #, Appendices, and Addendums are made part of this Contract Award. III. This contract includes the following renewal options, to be exercise solely at the discretion of the State: <table border="1" style="margin: 10px auto; width: 80%; border-collapse: collapse;"> <tr> <td style="padding: 2px;">Renewal Option #1</td> <td style="padding: 2px;"></td> <td style="padding: 2px;">through</td> <td style="padding: 2px;"></td> </tr> <tr> <td style="padding: 2px;">Renewal Option #2</td> <td style="padding: 2px;"></td> <td style="padding: 2px;">through</td> <td style="padding: 2px;"></td> </tr> <tr> <td style="padding: 2px;">Renewal Option #3</td> <td style="padding: 2px;"></td> <td style="padding: 2px;">through</td> <td style="padding: 2px;"></td> </tr> </table>			Renewal Option #1		through		Renewal Option #2		through		Renewal Option #3		through	
Renewal Option #1		through												
Renewal Option #2		through												
Renewal Option #3		through												
IV. Compensation for the initial contract term and each renewal option year shall not exceed the dollar amounts identified below: Initial Contract Term: \$ Renewal Option #1: \$ Renewal Option #2: \$ Renewal Option #3: \$ V.														
NAME AND TITLE OF PROCUREMENT OFFICER		SIGNATURE OF PROCURMENT OFFICER												
PHONE NUMBER: (907) 269-xxxx		PAGE 1												
IMPORTANT: 1. Contract Award number and Invoice Contact must appear on all invoices and documents relating to this order. 2. The State is registered for tax free transactions under Chapter 32, IRS Code; Registration No. 92-6001185. Items are for the exclusive use of the State and not for resale.														

NOTICE OF INTENT TO AWARD A CONTRACT



Department of Public Safety
Division of Administrative Services
4805 Martin Luther King Jr. Ave.
Anchorage, Alaska 99507

THIS IS NOT AN ORDER

DATE ISSUED:

ITB NO.:

ITB OPENING DATE:

ITB SUBJECT:

CONTRACTING OFFICER:

SIGNATURE: _____

This is notice of the state's intent to award a contract. The figures shown here are a tabulation of the offers received with the apparent low bidder(s) indicated. A bidder who wishes to protest this Notice of Intent must file the protest within ten calendar days following the date this notice is issued. If the tenth day falls on a weekend or holiday, the last day of the protest period is the first working day following the tenth day. **The bidder identified here as submitting the most advantageous bid is instructed not to proceed until a contract, or other form of notice is given by the contracting officer.** A company or person who proceeds prior to receiving a contract, Contract Award, or other form of notice of Award does so without a contract and at their own risk. AS 36.30.365.

(REV 05/08/90)

ITEM	PRICE	AWARD	COMMENTS	RESPONSIVE YES / NO / ?	BIDDER

LEGEND: @ -- AWARD TO BIDDER
Y -- RESPONSIVE BID
N -- NON-RESPONSIVE BID
? -- BID NOT EVALUATED BECAUSE THERE WAS A LOWER RESPONSIVE BID

SUMMARY

CERTIFICATION OF ENTITLEMENT TO THE ALASKA BIDDER PREFERENCE

I am the bidder or a duly authorized agent of the bidder, and I certify that the bidder is entitled to the Alaska Bidder Preference. I know and understand that the Alaska Bidder Preference provides for substantial benefits which could be favorable to the bidder and which could affect the award of the Invitation to Bid to the bidder's benefit. I am aware that falsely claiming the Alaska Bidder Preference is a violation of the State of Alaska Procurement Code (AS 36.30) and may be cause for felony prosecution and conviction.

I offer the following evidence or statements in support of my Certification of Entitlement to the Alaska Bidder Preference:

1. As of the deadline for receipt of the bids, the bidder possesses a valid Alaska business license in any one of the following forms:
 - a copy of an Alaska business license;
 - certification on the bid that the bidder has a valid Alaska business license and has included the license number in the bid;
 - a canceled check for the Alaska business license fee;
 - a copy of the Alaska business license application with a receipt stamp from the state's occupational licensing office; *OR*
 - a sworn notarized affidavit that the bidder has applied and paid for the Alaska business license.
2. In addition to holding a current Alaska business license prior to the deadline for receipt of bids, the bidder:
 - (a) is submitting a bid for goods or services under the name appearing on the bidder's current Alaska business license;
 - (b) 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;
 - (c) 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*
 - (d) if a joint venture, is composed entirely of ventures that qualify under items (a)-(c) of this subsection.

Signature of Bidder or Bidder's Authorized Agent

Date

Printed Name