

STATE OF ALASKA

INVITATION TO BID (ITB)



VESSEL CHARTER SERVICES FOR THE MARINE SALMON PROGRAM

ITB 230000011

NOVEMBER 15, 2022

THE DEPARTMENT OF FISH AND GAME, DIVISION OF COMMERCIAL FISHERIES, VESSEL CHARTER SERVICES FOR THE MARINE SALMON PROGRAM.

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.

Kristie Ely Procurement Officer	_____ COMPANY SUBMITTING BID	*DOES YOUR BUSINESS QUALIFY FOR THE ALASKA BIDDER'S PREFERENCE? [] YES [] NO
	_____ AUTHORIZED SIGNATURE	*DOES YOUR BUSINESS QUALIFY FOR THE ALASKA VETERAN PREFERENCE? [] YES [] NO
Phone: (907) 465-6178 TDD: (907) 465-6181	_____ PRINTED NAME	*SEE ITB FOR EXPLANATION OF CRITERIA TO QUALIFY
Email: Kristie.ely@alaska.gov	_____ DATE	_____ TELEPHONE NUMBER
_____ ALASKA BUSINESS LICENSE NUMBER	_____ FEDERAL TAX ID NUMBER	_____ E-MAIL ADDRESS

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SECTION 1. INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE ITB

The Department of **FISH AND GAME**, Division of **COMMERCIAL FISHERIES**, is soliciting bids for a fully functional trawl fishing vessel to provide living quarters and operations base for activities relating to juvenile salmon research in waters of the western Gulf of Alaska and Southern Bering Sea.

SEC. 1.02 DEADLINE FOR RECEIPT OF BIDS

Bids must be received no later than 2pm Alaska Time on December 6, 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:

- Crew to consist of a **USCG licensed captain** with at least three (3) years of trawl fishing experience, and a minimum of three (3) experienced fishermen.
- One of the fishermen must be an engineer with five (5) years of experience aboard fishing vessels and fully knowledgeable of the charter vessel and equipment.

***Additional requirements for the vessel are outlined in Section 2.10- Scope and Deliverables. ***

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

Removed.

SEC. 1.07 SUBMITTING BIDS

All submissions for ITB 230000011- Vessel Charter Services for the Marine Salmon Program

Email Submission

The preferred method of response submission to this solicitation is via email, sent to the following address:

dfg.contracting@alaska.gov

The email submission must contain the ITB number in the subject line. In the body of the email, please indicate the Procurement Officer's name, the Bidder's name, the number of attachments, and the names of the attachments being submitted.

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 bids exceeds this size, the bid must be sent in multiple emails that are each less than 20 megabytes; each email must comply with the requirements above. Please also include an indication of multiple email submissions (1 of 2, 2 of 2, etc).

It is the Bidder's responsibility to ensure that the issuing agency has received the bid in full, prior to the deadline. The Procurement Officer will respond to the email to confirm receipt. If you do not receive a confirmation, it is your responsibility to contact the Procurement Officer to confirm. The State is not responsible for lost, unreadable, or corrupt emails, or missing attachments.

An offeror's failure to submit its bid prior to the deadline will cause the proposal to be disqualified. Late proposals or amendments will not be opened or accepted for evaluation.

Paper Submission

If submitting a bid by mail, Bidder must submit one hard copy of their bid to the procurement officer in a sealed package.

The bid must be addressed as follows:

Department of Fish and Game

Division of Administrative Services

Attention: Kristie Ely, Procurement Officer

ITB Number: 230000011

ITB Title: Vessel Charter Services for the Marine Salmon Program

If mailing via US Mail, please use the following address:

PO Box 115526

Juneau, AK 99811-5526

If utilizing a delivery service, please use the following address:

1255 W. 8th St

Procurement Section

Juneau, AK 99801

If faxing, please use the below number:

907-465-6181

An offeror's failure to submit its bid prior to the deadline will cause the bid to be disqualified.

Late bids or amendments will not be opened or accepted for evaluation.

Oral proposals will not be accepted.

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 PRE-BID CONFERENCE

Removed.

SEC. 1.11 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. 1.12 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. 1.13 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. 1.14 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	TIME	DATE
Deadline for Receipt of Bids / Bid Due Date	2pm	12/06/2022
Bid Evaluations Complete		12/07/2022
Notice of Intent to Award		12/08/2022
Contract Issued		12/19/2022

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 Fish and Game, 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. 1.15 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. 1.16 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. 1.17 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 date of award through December 31, 2023 with three (3) one (1) year renewal options to be exercised as the sole discretion of the State.

SEC. 2.02 CONTRACT ADMINISTRATION

The administration of this contract is the responsibility of the procurement officer or person appointed by the Department of **Fish and Game**, Division of **Commercial Fisheries**.

SEC. 2.03 CONTRACT FUNDING

Department of Fish and Game, Division of **COMMERCIAL FISHERIES**, estimates a budget of between \$462,000 and \$760,000 dollars for this contract. Bids priced at more than \$760,000 will be considered non-responsive.

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 will not be allowed.

SEC. 2.07 JOINT VENTURES

Joint ventures will not be allowed.

SEC. 2.08 CONTRACT PERFORMANCE LOCATION

Homer, Kodiak, or Dutch Harbor will be acceptable start port locations for these charter services.

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

PURPOSE: To procure a fully functional trawl fishing vessel to be used by the State of Alaska, Department of Fish and Game (ADF&G), as living quarters and operations base for activities relating to juvenile salmon research in waters of the western Gulf of Alaska (55° - 59° N; 150° - 159° W) and the southern Bering Sea (between latitudes 57° - 60° N; 158° - 167° W). The vessel must be manned by a **USCG licensed captain** and a minimum of three (3) additional vessel crew. ADF&G will place up to five (5) department personnel aboard the vessel to study captured juvenile salmon and other marine life and to collect oceanographic information. This charter period for the western Gulf of Alaska survey (3 survey periods) is estimated to last for 12 days each (approximately June, July, August 1-11; 36 days total) and for the southern Bering Sea survey up to thirty (30) days, with a ADF&G crew change taking place at approximately the midpoint.

LENGTH OF CONTRACT: The charter period will be for up to sixty-six (66) days distributed between the western Gulf of Alaska and southern Bering Sea surveys. The western Gulf of Alaska survey (3 survey periods) will take place from approximately the 1st – 11th of June, July, and August 2023. The southern Bering Sea survey (1 survey period) will take place from approximately September 1, 2023, to September 29, 2023. The start and end dates may be adjusted with mutual consent between ADF&G and the successful bidder/contractor. The length of the total charter period will not exceed sixty-six (66) days. Preferred start/end ports include Homer or Kodiak, but Dutch Harbor would also be considered. The charter period itinerary is estimated to be as follows:

Western Gulf of Alaska Surveys (3 survey periods: June, July, August 2023)

DAY 1: Load gear and research equipment; Depart for and travel to study area.

DAY 2 TO DAY 10: Conduct at-sea juvenile salmon research in Western Gulf of Alaska survey area. Estimated 500 nautical miles, not including transit from port to survey area.

DAY 11: Finish at-sea research; return to port; Offload gear and research equipment.

Southern Bering Sea Survey (1 survey period, with midway scientific crew change)

DAY 1: Load gear and research equipment; Depart for and travel to study area.

DAY 2 TO DAY 27: Conduct at-sea juvenile salmon research in the Southern Bering Sea survey area, with Dillingham port call approximately midway through the sampling. Estimated 1150 nautical miles, not including transit from port to survey area.

DAY 28 TO DAY 29: Finish at-sea research; Return to port; Offload gear and research equipment.

ESTIMATED USE: The charter dates and length of the charter referenced in this ITB are the State's estimated requirements. The State does not guarantee a minimum or maximum number of charter days. However, for the purpose of bid evaluation the State will assume the use of sixty-six (66) contract days.

PAYMENT FOR THE CHARTER: The contractor will be paid their submitted "dead head" rate for each charter provided. The contractor will be paid their submitted "daily rate" for up to the maximum sixty-six (66) days. Days spent shoreside by the vessel captain and crew conducting activities involving refurbishing and loading and unloading ADF&G gear and equipment will be paid at a separate "loading/offloading" rate, up to and included within the maximum sixty-six (66) days. Payment for partial calendar day charter vessel operation during the sixty-six (66) day charter period will be prorated on an hourly basis from the daily charter vessel rate. For the purposes of this contract, a charter day is 24 hours commencing at 12:00AM and ending at 11:59PM. Prorated hourly rates are 1/24th the daily rate.

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

LOCATION OF VESSEL OPERATION: The vessel is required to operate in the waters between 55°12' - 59°9' North latitude and 150°16' to 158°39' West longitude (western Gulf of Alaska survey) and between 57°39' - 59°40' N and 158 37° and 167.16° W (southern Bering Sea survey).

CAPTAIN AND CREW ABOARD THE VESSEL: This contract requires a vessel captain and a minimum of three (3) crew members. The experience and licensing requirements for the vessel captain and crew are set out below.

STATE PERSONNEL ABOARD THE VESSEL: During this contract period, the State will place three to four (3-4), but possibly up to five (5) ADF&G researchers aboard the vessel.

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

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

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

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

The vessel must meet safety requirements set forth in 46 CFR 28. A USCG Commercial Fishing Vessel Safety Exam (sticker) valid for the charter period, reflecting the total vessel and ADF&G crew size, valid for the charter period, must be in possession and a copy submitted to ADF&G. If, at the time of inspection, a vessel fails to meet this requirement, a mutually agreed upon date certain will be determined by which the vessel must be in compliance.

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

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

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

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

VESSEL REQUIREMENTS:

- A. Length of not less than eighty (80) feet, minimum of one hundred (100) feet preferred. Length will be determined by measuring the length overall from the foremost part of the hull to the aftermost part of the hull, excluding bowsprits, rudders, accessory brackets and similar fittings and attachments.
- B. Vessel main engine(s) must be a minimum total of 900 horsepower.
- C. Minimum cruising speed in calm seas must be at least 8 knots.
- D. Vessel must have an operating endurance of up to 30 days of continuous fishing operations (fuel, water, provisions).
- E. Minimum of one hundred (100) square feet of flat, clear, exterior deck workspace for ADF&G personnel, including space for one 3 x 5 ft sampling table. The work area should allow the sampling table to be positioned so that all four sides of the table can be used to conduct work, and ADF&G researchers have easy access to the rail or scuppers to discard catch. On-deck work area(s) should be clear of running gear, equipment, vertical obstructions (e.g., hatch combings) and stowage. Additionally, deck workspace should include a protected area on deck, such as a covered shelter deck or covered area aft of the house, where a table of at least 3 x 4 ft can be set up for collecting biological data. (In particular, specimen scales need to be protected from wind and spray which can affect the accuracy of weight measurements).
- F. Electric power (110/115 V.A.C.) outlet near on-deck work area.
- G. Davit capable of raising and lowering a ~30 lb (in air) conductivity temperature and depth (CTD) profiler and zooplankton net of approximately the same weight throughout the water column.
- H. Supply 140V power to an ADF&G-provided oceanographic winch, which will run through the davit and connect to the CTD and zooplankton net.
- I. Seawater deck hose for cleaning sorting table and sampling gear. On/off switch should be readily available from the working deck.
- J. Crane capable of lifting a minimum of 3 t for handling catches and fishing and sampling gear. Crane system must be capable of vertically raising and lowering a trawl cod end along the centerline of working deck and dumping the catch onto a sorting table or into collection baskets.
- K. Clean and sanitary accommodations for crew and scientific field party (minimum of three (3) and a maximum of five (5) ADF&G researchers) which may include both male and female scientists. Bunk areas shall contain at least one drawer or closet per occupant for storage of clothing and personal gear. Private accommodations are required for female scientists. Sleeping spaces must not be in common use areas.
- L. An office desk area with 110/115 volt power outlets for data management (the wheel house may substitute for this area). Government-supplied personal computers will be installed here for logging data.
- M. Dry storage area of at least 100 ft³ for holding scientific supplies, may be a dry tote on deck.
- N. Stove, oven, sink, galley table, and all materials and equipment necessary for daily meal preparation, cooking, and clean up.
- O. Refrigerated storage space sufficient to maintain food for all onboard personnel for thirty (30) continuous days of vessel operation.
- P. Freezer storage space sufficient to maintain frozen food for all onboard personnel for thirty (30) continuous days of vessel operation.
- Q. Potable fresh water supply adequate for vessel and personal use (including showers and laundry) for 30 days.

- R. A minimum of 25 cu ft. of freezer storage exclusive of space for ship's stores for stowing scientific samples. Freezer space must be reasonably and safely accessible from the deck and must be available at all times to the scientific party.
- S. The vessel must have a minimum of two heads and showers with one available to the scientific field party. Clean mattresses with clean fitted covers will be supplied to the scientific field party. Workspaces, berthing, and galley spaces shall be adequately ventilated and free from tobacco smoke, excessive engine noise, and hydrocarbon fumes.
- T. Provide a safe and stable portable gangway for use in boarding and debarking vessel while in port.
- U. In an effort to reduce marine debris pollution, the captain shall comply with waste management regulations as described in Section V of MARPOL. The vessel shall be required to have a storage facility, with or without a trash compactor, to retain all refuse (except food and paper materials) or a means to incinerate this refuse so that it is not disposed of at sea.

V. NAVIGATION, STEERAGE, and COMMUNICATIONS EQUIPMENT:

- (1) Two (2) fully functional radar systems, with a minimum range of 60 miles, in good operating condition.
- (2) Fully functional automatic pilot system, an automatic readout GPS, and a fathometer (with a minimum 400-fathom range; Color scope unit operating in the 38-50 kHz range plus a backup unit), all in good operating condition. Backup systems for each are highly desirable.
- (3) Two (2) each of single sideband and VHF radio transmitter(s) and receiver(s) fully functional and in good operating condition. Backup communications system is highly desirable.
- (4) Vessels must be equipped with STRATOS/INMARSAT Standard C satellite communication or an equivalent. Vessel must have a functioning electronic mail system (email) available for ADF&G use for the duration of the charter. Vessels also equipped with satellite telephone or fax or Telex are preferred.
- (5) Ability to receive daily weather forecasts for area of operation. Ability to view weather maps is desirable.

SEC. 2.11 VESSEL SAFETY EQUIPMENT:

- 1) USCG approved first-aid kit.
- 2) USCG approved vessel EPIRB.
- 3) USCG approved fire-fighting equipment of the size, type, and quantity required for the size and type of the vessel chartered.
- 4) USCG approved life rafts. The rated capacity of each raft must be adequate to accommodate all personnel aboard the vessel; this includes the vessel captain and crew, and up to five (5) ADF&G scientific crew.
- 5) USCG approved survival suits of appropriate sizes are required for all personnel aboard the vessel, including the vessel captain and crew and the ADF&G crew.
- 6) An emergency source of electrical power, independent of the main source of power.
- 7) Stability letter or evidence that vessel stability has been evaluated by a qualified, certified individual, such as a licensed naval architect/marine engineer.
- 8) Certificate of inspection (vessel safety examination decal or USCG letter of inspection).

SEC. 2.12 FISHING EQUIPMENT:

- A. Vessel shall have been actively used for commercial trawling or research where trawl gear was used in the past 12 months, prior experience with surface trawling is highly preferred.
- B. Vessel must be able to tow a Nordic 264 rope trawl (198 m long, 25 m wide, 35 m vertical) fished with 3-m foam-filled Lite trawl doors, including a set of three 60-m long bridles for each door, and associated gear

hardware and headrope floats at a continuous speed of 3-4 kts under weather conditions considered safe and typical for survey sampling.

- C. Vessel must be completely rigged for trawling including:
 - i. A stern ramp and gallows or gantry.
 - ii. A net reel with capacity for the trawl described above.
 - iii. An auto-trawl system with the capability of adjustable winch brakes and a third wire net mensuration system is highly preferred. The auto-trawl system must be certified by factory inspectors to be operating as designed and maintained in usable condition throughout the duration of the survey.

VESSEL CREW REQUIREMENTS:

- A. Crew to consist of a **USCG licensed captain** with at least three (3) years of trawl fishing experience, and a minimum of three (3) experienced fishermen.
- B. One of the fishermen must be an engineer with five (5) years of experience aboard fishing vessels and fully knowledgeable of the charter vessel and equipment.
- C. The vessel crew will be expected to perform cooking and cleaning duties in addition to operating the vessel and fishing the gear as prescribed by the ADF&G crew leader.
- D. At least one crew member with formal survival and firefighting training equivalent to that offered by the North Pacific Fishing Vessel Owner's Association, and a crewmember with certified first aid or EMT (emergency medical technician) and CPR training and AED use is desirable.
- E. The captain must have at least one (1) year experience as a captain, in the type and size vessel specified for this contract, and documentation of prior experience conducting oceanographic/surface trawl research or provide evidence that they understand basic vessel requirements for oceanographic research surveys.
- F. The vessel crew will be expected to set and retrieve all fishing gear; the ADF&G crew will handle sampling of catches when trawl gear is brought aboard the vessel.
- G. The lead-fisher shall have a minimum of three (3) years of experience in trawl fishing and demonstrated experience in building, rigging, repairing, and operating trawls. He/she must possess demonstrated competence for repairing damaged trawls to their original specifications.
- H. The State will have the right to require replacement of any vessel crewmember. If the vessel operates shorthanded due to replacement or illness of a vessel crew member for a period in excess of twenty-four (24) hours, the State will deduct from the charter rate for that period of time an amount equal to the missing crewman's wages and related direct cost of employment (i.e., social security tax, unemployment insurance, etc.). The total cost of replacing a vessel crewmember aboard the vessel will be at the contractor's expense.
- I. The contractor will be responsible for payment of wages, direct cost of employment, and will be responsible for all vessel crewmembers. The State will be responsible for payment of daily charter rates only and will not reimburse the contractor for vessel crew wages.
- J. **There shall be no alcohol or controlled substances aboard the vessel during the charter period.**

UNUSUAL HOURS: It may be necessary to run the vessel twenty-four (24) hours continuously to travel from one location to another. Furthermore, it may be necessary to fish gear during any period of the twenty-four-hour daily cycle. Workday length and hours will be determined by the ADF&G scientific crew leader in consultation with the captain. The decision will be based on the type of activity expected, prevailing weather conditions, and the Cruise Plan. The length of working days will range from 10-16 hours. A typical workday will last about 12 hours beginning at approximately 0800 hrs and ending at approximately 2200 hrs depending on daily work schedule, daylight, and weather. The ADF&G scientific crew leader has the final authority except in matters relating to safety of the vessel and all personnel on board. The workday for the vessel crew may occasionally exceed that of the ADF&G scientific crew since they will normally be required to run to the next survey area or anchorage after completion of the sampling day so that sampling can commence early in the morning.

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

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

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

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

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

In the event of early termination, the Contractor will be provided notice in writing which explains the reason for the termination, provides an up-to-date accounting of work performed to date, and provides instructions for the disposition of State-owned equipment remaining on the vessel. This document will be signed by both parties on-site and sent to the ADFG Procurement Officer.

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

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

PERFORMANCE REQUIREMENTS OF THE VESSEL CAPTAIN & CREW MEMBERS:

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

- A. General navigation and operation of the vessel either underway, at anchor, or dockside.
- B. Space for compiling and analyzing the data collected.
- C. Communications base for dispersing and receiving information.
- D. Basic living accommodations for up to five (5) ADF&G personnel. Accommodations to be in clean and ready condition by start of charter.
- E. Meal preparation, cooking, and clean up.
- F. General cleaning of the interior and exterior (deck work area) of the vessel.
- G. General assistance to ADF&G personnel in the performance of their work as requested by the ADF&G scientific crew leader. The vessel crew will be expected to handle catches as prescribed by the ADF&G scientific crew leader and will be expected to fish the gear.
- H. At the end of the charter the Contractor is responsible for thoroughly cleaning, washing, and baling all nets. This includes removal of all fish, crabs, seaweed, etc. and towing the net behind the vessel until it is free of any biological material. All nets will be neatly stacked and baled securely with rope. Net bridles will be coiled separately and tied at two points on the coil.
- I. All fish and shellfish taken in the trawl remain the property of the Government. The ADF&G scientific crew leader is responsible for their disposition. Federal policy and regulations regarding scientific sampling in federal waters specifically prohibits retaining any portion of the catch for commercial purposes unless specifically authorized by the contract or retaining specimens from survey catches for personal use and consumption.
- J. Repair of trawl nets as needed.

CONSUMABLES TO BE PROVIDED BY THE CONTRACTOR AND TO BE INCLUDED IN THE PER DAY CONTRACT PRICE:

A. Fuel, lubricants, oils, greases and filters

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

B. Food

The contractor (successful bidder) will provide three ample, balanced, and nutritious meals each day for all onboard ADF&G crew and the vessel captain and crew.

***** INCLUDE COSTS OF THE ABOVE CONSUMABLES IN YOUR DAILY BID PRICE *****

MISCELLANEOUS PROVISIONS BY THE STATE:

- A. The State may, at its own expense and only for the term of the contract, install and retain in the vessel equipment necessary to accomplish the objectives of the charter. The State will remove this equipment at the termination of the contract period without damage or permanent alteration to the vessel.
- B. Government-Furnished Equipment and Supplies
 - 1. Trawls, trawl doors, trawl bridles, fishing gear hardware, spare webbing, twine, and floats.
 - 2. All scientific sampling equipment and supplies.
 - 3. Oceanographic winch and all oceanographic sampling equipment.

C. POST-AWARD AND POST-SURVEY MEETINGS

Upon award of contract and prior to the start of the charter, a post-award meeting will be held at the Alaska Department of Fish and Game, Anchorage, to discuss issues relating to the charter and survey.

After completion of the survey, a post-survey debriefing will be held at the Alaska Department of Fish and Game. The purpose of the debriefing is to provide the charter operator an evaluation of the performance of the vessel and crew during the charter. At a minimum, the vessel manager is required to attend the debriefing and may attend by telephone conference.

SEC. 2.13 F.O.B. POINT

Removed.

SEC. 2.14 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. 2.15 DELIVERY TIME

removed.

SEC. 2.16 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. 2.17 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. 2.18 ESTIMATED QUANTITIES

The quantities referenced in this ITB are the state's estimated requirements and may vary more or less from the quantities actually purchased. The state does not guarantee any minimum or maximum purchase. Orders will be issued throughout the contract period on an as-needed basis.

SEC. 2.19 CONTRACT PRICE ADJUSTMENTS

Removed.

SEC. 2.20 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. 2.21 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. 2.22 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.

SEC. 2.23 MANDATORY REPORTING

Removed.

SECTION 3. CONTRACT INVOICING AND PAYMENTS

SEC. 3.01 BILLING INSTRUCTIONS

Invoices must be billed to the ordering agency's address shown on the individual Purchase Order, Contract Award or Delivery Order. 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 PROMPT PAYMENT FOR STATE PURCHASES

Removed.

SEC. 3.04 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 USE OF LOCAL FOREST PRODUCTS

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

SEC. 4.06 LOCAL AGRICULTURAL AND FISHERIES PRODUCT PREFERENCE

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

SEC. 4.07 ALASKA PRODUCT PREFERENCE

A bidder that designates the use of an Alaska Product which meets the requirements of the ITB specifications and is designated as a Class I, Class II or Class III Alaska Product by the Department of Community & Economic Development (DCCED) may receive a preference in the bid evaluation in accordance with AS 36.30.332 and 3 AAC 92.010.

To qualify for the preference, the product must have received certification from DCCED, be listed in the current published edition of the Alaska Products Preference List, and the bidder must provide the qualified product on a 100% basis. There are no provisions under Alaska Statutes or Regulations that allow for a product

exchanges/substitutions or permit the product to be co-mingled with other products. Rather, AS 36.30.330 provides for a penalty for failing to use the designated Alaska products.

Products are classified in one of three categories:

- Class I products receive a 3% preference.
- Class II products receive a 5% preference.
- Class III products receive a 7% preference.

When the bids are evaluated, the preference percentage will be deducted from the product price. If a bidder fails to specify the brand being offered, no preference will be given. For more information on the Alaska Product Preference and to see the list of products currently on the Alaska Product Preference List, use the following web link:

<https://www.commerce.alaska.gov/web/dcra/AlaskaProductPreferenceProgram.aspx>

Brand Offered

If offering a product that qualifies for the Alaska Product Preference, the bidder must indicate the brand of product they intent to provide. If a bidder is not offering a product that qualifies for the Alaska Product Preference, the bidder does not need to indicate a product brand.

Brand of Product Changes

During the course of the contract including all renewal options, a contractor that offered a product that qualified for the Alaska Product Preference wishes to change the product brand, the contractor must first provide a written request, along with evidence that the replacement brand also qualifies for the Alaska Product Preference, for approval by the procurement officer. A contract amendment must be issued by the procurement officer to authorize the change.

If a bidder offers a product brand in the original bid that does not qualify for the Alaska Product Preference, a change in the product brand may be made at any time during the course of the contract, including all renewals, as long as the product band continues to meet the required specifications. A contract amendment is not required if the product brand originally offered did not qualify for the Alaska Product Preference.

SEC. 4.08 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. 4.09 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. 4.10 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. 4.11 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. 4.12 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. 4.13 CONTRACTOR SELECTION PROCESS

Once the contracts are established this selection process will be used. When the state needs security services the lowest priced contractor for that location will be contacted first. If, for any reason, the lowest contractor is not available to perform the needed service, the state will contact the next lowest priced contractor for that location. This process will continue until a contractor who can perform the service is located. The location of the contractor initially contacted will be determined by the starting location of the call-out. For instance, if there was a need to transport a person from Anchorage to Fairbanks and then guard the person for two days in Fairbanks, the agency would contact Anchorage contractors, even though a substantial portion of the actual service would be performed in Fairbanks.

SEC. 4.14 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 ITB;
- 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 procure the goods or services from another source and hold the contractor responsible for any resulting excess cost and may seek other remedies under law or equity.

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 **60** 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) Captain and Crew Experience Information**
- 2) Vessel Information**
- 3) Bid Schedule**
- 4) Alaska Bidder Preference-Optional**
- 5) Attachment 6: Reference**

FIGURE 1: Vessel safety Checklist- Reference

FIGURE 2: WGOA Map

FIGURE 3: SBS Map

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ATTACHEMENT 1: CAPTAIN AND CREW EXPERIENCE INFORMATION

Bidders must complete the captain and crew information below.

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

CAPTAIN'S USCG LICENSE: The captain must be properly licensed by the USCG for the size/type vessel being offered for bid. Captain must have a minimum of three (3) years of trawl fishing experience.

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

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

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

_____ VESSEL CAPTAIN

_____: Years of Trawl Fishing Experience

☐ Master,	100 Ton vessels	☐ Inland	☐ Near coastal	☐ Oceans
☐ Master,	150 Ton vessels	☐ Inland	☐ Near coastal	☐ Oceans
☐ Master,	200 Ton vessels	☐ Inland	☐ Near coastal	☐ Oceans
☐ Master,	500 Ton vessels	☐ Inland	☐ Near coastal	☐ Oceans
☐ Master,	1600 Ton vessels	☐ Inland	☐ Near coastal	☐ Oceans
☐ Master,	Unlimited tonnage	☐ Inland	☐ Near coastal	☐ Oceans

CREWMEMBER EXPERIENCE REQUIREMENTS: The three crewmembers must meet the requirements listed under "Crew Requirements" on page 13 above and are as follows: at least one (1) crew member must be an engineer with five (5) years of experience aboard fishing vessels and fully knowledgeable of the charter vessel and equipment.

At least one crew member must have formal survival and firefighting training equivalent to that offered by the North Pacific Fishing Vessel Owner's Association.

At least one crew member must be a certified first aid or EMT (Emergency Medical Technician). CPR Training and AED use is desirable.

At least one crew member must have a minimum of three (3) years of experience trawl fishing and demonstrated experience in building, rigging, repairing, and operating trawls.

The contractor must submit the name, age, and amount of experience (years fished) for the three (3) crewmembers they will employ for this project.

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Crew Member 1:

Name: _____ Age: _____

Engineer experience: ____ Years (must attach or provide detailed history of experience)

Trawling experience: ____ Years (must attach or provide detailed history of experience)

EMT or Certified First Aid Yes / No (must provide supporting certification documentation)

Any additional certifications: _____

(Must supply supporting evidence of additional certifications)

Crew Member 2:

Name: _____ Age: _____

Engineer experience: ____ Years (must attach or provide detailed history of experience)

Trawling experience: ____ Years (must attach or provide detailed history of experience)

EMT or Certified First Aid Yes / No (must provide supporting certification documentation)

Any additional certifications: _____

(Must supply supporting evidence of additional certifications)

Crew Member 3:

Name: _____ Age: _____

Engineer experience: ____ Years (must attach or provide detailed history of experience)

Trawling experience: ____ Years (must attach or provide detailed history of experience)

EMT or Certified First Aid Yes / No (must provide supporting certification documentation)

Any additional certifications: _____

(Must supply supporting evidence of additional certifications)

ATTACHEMENT 2: VESSEL INFORMATION

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VESSEL INFORMATION FORM: Bidders must complete the vessel information form below. A bidder's failure to complete this form may cause the State to reject the bid as non-responsive.

VESSEL:

VESSEL NAME: _____ VESSEL TYPE: _____ YEAR BUILT: _____

VESSEL ADFG #: _____ EMAIL ADDRESS: _____

CELL PHONE NUMBER: _____ SATELLITE PHONE NUMBER: _____

VESSEL CRUISING SPEED (KNOTS): _____ RANGE (NAUTICAL MILES): _____

FATHOMETER (INDICATED OR RECORDING): YES / NO DEPTH RANGE (fathoms): _____

RADIO TRANSCEIVER (watts): _____ RADAR (range in nm): _____

GPS: _____ DGPS: _____

DIMENSIONS:

OVERALL LENGTH: _____ KEEL LENGTH: _____ BEAM: _____ DRAFT: _____

CLEAR DECK SPACE (sq ft or dim): _____ SHELTERED DECK SPACE (sq ft or dim): _____

TOTAL FISH STORAGE CAPACITY (tons): _____ FISH HOLD CAPACITY (tons): _____

REFRIGERATED SEAWATER: YES / NO SLUSH ICE: YES / NO SLUSH ICE: YES / NO

MECHANICAL:

ENGINE(S) MAIN – MAKE: _____ ENGINE(S) MAIN – HORSEPOWER: _____

ENGINE(S) AUXILIARY – MAKE: _____ ENGINE(S) AUXILIARY – HORSEPOWER: _____

ELECTRICAL GENERATOR (size kw): _____

FUEL TYPE: _____ FUEL CAPACITY (gal): _____

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NUMBER OF PUMPS ON BOARD: _____ ESTIMATED TIME TO PUMP FISH HOLD DRY: _____

FROZEN BAIT STORAGE CAPACITY: _____

REFRIGERATED: YES / NO

OTHER FACILITIES:

FRESH WATER SUPPLY (gal): _____

GALLEY SEATING (# persons): _____

PRIVATE HEAD WITH FLUSHING TOILET: YES / NO
/ NO

PRIVATE HEAD BUT NON-FLUSHING TOILET: YES / NO

SHOWER: YES

SEPARATE STATEROOM: YES / NO
/ NO

NUMBER OF BUNKS: _____

MULTIPLE AC OUTLETS AVAILABLE: YES

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HAS THE VESSEL BEEN INSPECTED BY THE USCG IN THE LAST 12 MONTHS? [] YES [] NO

If yes, please furnish a copy of the USCG "Commercial Vessel Safety Examination" letter with your bid.

SURVIVAL EQUIPMENT:

The State requires that the life rafts carried aboard the vessel be USCG approved. The rated capacity of the life rafts must be adequate to accommodate all of the people aboard the vessel, this includes the State

biological crew, the vessel Captain, and vessel crewmembers. Bidders must provide life rafts to accommodate all of the people aboard the vessel. Indicate the brand, capacity, and USCG approval number for the life raft you will carry aboard the vessel.

RAFT BRAND	CAPACITY	USCG APPROVAL NUMBER
<i>e.g., Beaufort</i>	<i>8</i>	<i>53789T</i>
A.		
B.		
C.		
D.		

Bidders must provide at least enough survival suits for all vessel crew aboard. ADFG staff will provide their own suits. Indicate the brand and model of survival suits you carry aboard the vessel and expiration date.

SURVIVAL SUIT BRAND	NUMBER OF SUITS AND MODEL	EXPIRATION DATE
A.		
B.		
C.		
D.		

Failure to specify USCG approved life rafts and survival suits to accommodate all those on board will cause the State to declare the bidder nonresponsive and to reject the bid.

IS ALL OF THE EQUIPMENT CALLED FOR IN THIS RFQ INSTALLED AND FUNCTIONAL AS OF THE DATE ON THIS BID?

☐ YES ☐ NO

If “NO”, indicate exceptions that will be corrected prior to the date set for the inspection by the State:

BIDDERS NOTE: All of the equipment called for in this RFQ must be installed and functional at the time of the vessel inspection, and all minimum requirements must be met and functioning at the time of the vessel inspection. Deadhead day rate is only applicable if you are traveling to one of the three approved starting ports for these charter services: Homer, Kodiak, Dutch Harbor. If there are no Deadhead days associated with you providing these charter services, leave that portion of the bid schedule blank.

ATTACHMENT 3: BID SCHEDULE

For evaluation purposes, charters daily rate will be based off Sec. 2.10 and 3 ADF&G staffs per each charter. Fuel costs will be calculated at \$6.00 for evaluation purposes. Fuel charges on contract will be based actuals during charter services.

Item	Quantity	Unit	Western Gulf Surveys	Southern Bering Sea Survey
Deadhead Days		Days		
Loading Days		Days		
Daily Rate		Days		
Additional ADF&G Staffer		Per head		
Fuel Cost for West Gulf Survey		\$6.00/Gal.		
Fuel Cost for Sothern Bering Sea Survey		\$6.00/Gall		
Total Yearly Cost: (bids cannot exceed \$760,000.00)				\$

TOTAL BID PRICE: _____

Proposed Charter Start Date: _____ ORDERING

ADDRESS:

CONTACT:

PHONE:

CELL PHONE:

FAX:

EMAIL:

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

ATTACHEMENT 4: ALASKA BIDDER PREFERENCE CERTIFICATION

ALASKA BIDDER PREFERENCE CERTIFICATION

AS 36.30.321(A) / AS 36.30.990(2)

BUSINESS NAME: _____

Alaska Bidder Preference: Do you believe that your firm qualifies for the Alaska Bidder Preference?	☐ Yes ☐ No
Alaska Veteran Preference: Do you believe that your firm qualifies for the Alaska Veteran Preference?	☐ Yes ☐ No
Please list any additional Alaska Preferences below that you believe your firm qualifies for.	
1.	2.
3.	4.
5.	6.

To qualify for and claim the Alaska Bidder Preference you must answer **YES** to all questions below in the Alaska Bidder Preference Questions section. To qualify for and claim the Alaska Veteran Preference, you must answer **YES** to these questions as well as answer **YES** to all the questions in the Alaska Veteran Preference section. A signed copy of this form must be included with your bid or proposal no later than the deadline set for receipt of bids or proposals.

If you are submitting a bid or proposal as a **JOINT VENTURE**, all members of the joint venture must complete and submit this form before the deadline set for receipt of bids or proposals. [AS 36.30.990\(2\)\(E\)](#)

If the procuring agency is unable to verify a response, the preference may not be applied. Knowingly or intentionally making false or misleading statements on this form, whether it succeeds in deceiving or misleading, constitutes misrepresentation per [AS 36.30.687](#) and may result in criminal penalties.

Alaska Bidder Preference Questions:

1)	Does your business hold a current Alaska business license per AS 36.30.990(2)(A) ? ☐ YES ☐ NO If YES , enter your current Alaska business license number :
2)	Is your business submitting a bid or proposal under the name appearing on the Alaska business license noted in Question 1 per AS 36.30.990(2)(B) ? ☐ YES ☐ NO

3) Has your business maintained a **place of business** within the state **staffed by the bidder or offeror** or an employee of the bidder or offeror for a period of six months immediately preceding the date of the bid or proposal per [AS 36.30.990\(2\)\(C\)](#)?

☐ YES ☐ NO

If **YES**, please complete the following information:

A. Place of Business

Street Address: [Click or tap here to enter text.](#)

City: [Click or tap here to enter text.](#)

ZIP: [Click or tap here to enter text.](#)

"Place of business" is defined as a location at which normal business activities are conducted, services are rendered, or goods are made, stored, or processed; a post office box, mail drop, telephone, or answering service does not, by itself, constitute a place of business per [2 AAC 12.990\(b\)\(3\)](#).

Do you certify that the **Place of Business** described in **Question 3A** meets this definition?

☐ YES ☐ NO

B. The bidder or offeror, or at least one employee of the bidder or offeror, must be a resident of the state under [AS 16.05.415\(a\)](#) per [2 AAC 12.990\(b\)\(7\)](#).

1) Do you certify that the bidder or offeror OR at least one employee of the bidder or offeror is physically present in the state with the intent to remain in Alaska indefinitely and to make a home in the state per [AS 16.05.415\(a\)\(1\)](#)?

☐ YES ☐ NO

2) Do you certify that that the resident(s) used to meet this requirement has maintained their domicile in Alaska for the 12 consecutive months immediately preceding the deadline set for receipt of bids or proposals per [AS 16.05.415\(a\)\(2\)](#)?

☐ YES ☐ NO

3) Do you certify that the resident(s) used to meet this requirement is claiming residency **ONLY** in the state of Alaska per [AS 16.05.415\(a\)\(3\)](#)?

☐ YES ☐ NO

4) Do you certify that the resident(s) used to meet this requirement is **NOT** obtaining benefits under a claim of residency in another state, territory, or country per [AS 16.05.415\(a\)\(4\)](#)?

☒ YES ☐ NO

4) Per [AS 36.30.990\(2\)\(D\)](#), is your business (**CHOOSE ONE**):

A. Incorporated or qualified to do business under the laws of the state?

☐ YES ☐ NO

If **YES**, enter your current **Alaska corporate entity number**: [Click or tap here to enter text.](#)

- B. A **sole proprietorship** AND the proprietor is a resident of the state?

☐ **YES** ☐ **NO**

- C. A **limited liability company** organized under AS 10.50 **AND** all members are residents of the state?

☐ **YES** ☐ **NO**

Please identify each member by name: [Click or tap here to enter text.](#)

- D. A **partnership** under former AS 32.05, AS 32.06, or AS 32.11 **AND** all partners are residents of the state?

☐ **YES** ☐ **NO**

Please identify each partner by name: [Click or tap here to enter text.](#)

Alaska Veteran Preference Questions:

1) Per [AS 36.30.321\(F\)](#), is your business (**CHOOSE ONE**):

- A. A **sole proprietorship** owned by an Alaska veteran?

☐ **YES** ☐ **NO**

- B. A **partnership** under AS 32.06 or AS 32.11 **AND** a majority of the partners are Alaska veterans?

☐ **YES** ☐ **NO**

- C. A **limited liability company** organized under AS 10.50 **AND** a majority of the members are Alaska veterans?

☐ **YES** ☐ **NO**

- D. A **corporation** that is wholly owned by individuals, **AND** a majority of the individuals are Alaska veterans?

☐ **YES** ☐ **NO**

Per [AS 36.30.321\(F\)\(3\)](#) "**Alaska veteran**" is defined as an individual who:

(A) Served in the

- (i) Armed forces of the United States, including a reserve unit of the United States armed forces; or
- (ii) Alaska Territorial Guard, the Alaska Army National Guard, the Alaska Air National Guard, or the Alaska Naval Militia; and

(B) Was separated from service under a condition that was not dishonorable.

Do you certify that the individual(s) indicated in **Question 1A, 1B, 1C, or 1D** meet this definition and can provide documentation of their service and discharge if necessary?

☐ **YES** ☐ **NO**

SIGNATURE

By signature below, I certify under penalty of law that I am an authorized representative of [Click or tap here to enter text.](#) and all information on this form is true and correct to the best of my knowledge.

Printed Name

Title

Date

Signature

ATTACHMENT 5: SAMPLE CONTRACT

STANDARD CONTRACT FORM GOODS AND NON-PROFESSIONAL SERVICES
The parties’ contract comprises this Standard Contract Form, as well as its referenced Articles and their associated Appendices

1. Agency Contract Number	2. Contract Title	3. Agency Fund Code	4. Agency Appropriation Code
5. Vendor Number	6. IRIS Encumbrance Number	7. Alaska Business License Number	

This contract is between the State of Alaska,				
8. Department of		Division		hereafter the State, and
9. Contractor hereafter the Contractor				
Mailing Address	Street or P.O. Box	City	State	ZIP+4
10. ARTICLE 1. Appendices: Appendices referred to in this contract and attached to it are considered part of it. ARTICLE 2. Performance of Contract: 2.1 Appendix A (General Conditions), Items 1 through 18, govern contract performance. 2.2 Appendix B sets forth the liability and insurance provisions of this contract. 2.3 Appendix C sets forth the scope of work/services to be performed by the contractor. 2.4 Appendix D sets forth the provision for payment. 2.6 Appendix F confirms the contractor is in good legal standing with the federal government. ARTICLE 3. Period of Performance: The period of performance for this contract begins _____, and Ends _____ with _____ additional one-year terms under the same terms and conditions as the original contract. Renewal options to be exercised at the sole discretion of the State. ARTICLE 4. Considerations: 4.1 In full consideration of the contractor's performance under this contract, the State shall pay the contractor a sum not to exceed \$_____ in accordance with the provisions of Appendix D. 4.2 When billing the State, the contractor shall refer to the Agency Contract Number and send the billing to:				
11. Department of		Attention: Division of		
Mailing Address		Attention:		
12. CONTRACTOR		13. CONTRACTING AGENCY		
Name of Firm		Department/Division		
Signature of Authorized Representative		Signature of Procurement Officer		
Typed or Printed Name of Authorized Representative		Typed or Printed Name of Procurement Officer		
Date		Date		

APPENDIX A

GENERAL CONDITIONS

1. Inspections and Reports:

The department may inspect, in the manner and at reasonable times it considers appropriate, all of the contractor's facilities and activities under this contract. The contractor shall make progress and other reports in the manner and at the times the department reasonably requires.

2. Suitable Materials, Etc.:

Unless otherwise specified, all materials, supplies or equipment offered by the contractor shall be new, unused, and of the latest edition, version, model or crop and of recent manufacture.

3. 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

4. Default:

In case of default by the contractor, for any reason whatsoever, the State of Alaska may procure the goods or services from another source and hold the contractor responsible for any resulting excess cost and may seek other remedies under law or equity.

5. No Assignment or Delegation:

The contractor may not assign or delegate this contract, or any part of it, or any right to any of the money to be paid under it, except with the written consent of the Procurement Officer.

6. No Additional Work or Material:

No claim for additional supplies or services, not specifically provided in this contract, performed or furnished by the contractor, will be allowed, nor may the contractor do any work or furnish any material not covered by the contract unless the work or material is ordered in writing by the Procurement Officer.

7. Independent Contractor:

The contractor and any agents and employees of the contractor act in an independent capacity and are not officers or employees or agents of the State in the performance of this contract.

8. Payment of Taxes:

As a condition of performance of this contract, the contractor shall pay all federal, State, and local taxes incurred by the contractor and shall require their payment by any subcontractor or any other persons in the performance of this contract. Satisfactory performance of this paragraph is a condition precedent to payment by the State under this contract.

9. Compliance:

In the performance of this contract, the contractor must comply with all applicable federal, state, and borough regulations, codes, and laws, and be liable for all required insurance, licenses, permits and bonds.

10. Conflicting Provisions:

Unless specifically amended and approved by the Department of Law, the terms of this contract supersede any provisions the contractor may seek to add. The contractor may not add additional or different terms to this contract; AS 45.02.207(b)(1). The contractor specifically acknowledges and agrees that, among other things, provisions in any documents it sees to append hereto that purport to (1) waive the State of Alaska's sovereign immunity, (2) impose indemnification obligations on the State of Alaska, or (3) seek to limit liability of the contractor for acts of contractor negligence, are expressly superseded by this contract and are void.

11. Officials Not to Benefit:

Contractor must comply with all applicable federal or State laws regulating ethical conduct of public officers and employees.

12. Contract Prices:

Contract prices for commodities must be in U.S. funds and include applicable federal duty, brokerage fees, packaging, and transportation cost to the FOB point so that upon transfer of title the commodity can be utilized without further cost. Prices for services must be in U.S. funds and include applicable federal duty, brokerage fee, packaging, and transportation cost so that the services can be provided without further cost.

13. Contract Funding:

Contractors are advised that funds are available for the initial purchase and/or the first term of the contract. Payment and performance obligations for succeeding purchases and/or additional terms of the contract are subject to the availability and appropriation of funds.

14. Force Majeure:

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

15. Contract Extension:

Unless otherwise provided, the State and the contractor agree: (1) that any holding over of the contract excluding any exercised renewal options, will be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect, and (2) to provide written notice to the other party of the intent to cancel such month-to-month extension at least thirty (30) days before the desired date of cancellation.

16. Severability:

If any provision of the contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and, the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.

17. Continuing Obligation of Contractor:

Notwithstanding the expiration date of this contract, the contractor is obligated to fulfill its responsibilities until warranty, guarantee, maintenance and parts availability requirements have completely expired.

18. Governing Law; Forum Selection

This contract is governed by the laws of the State of Alaska. To the extent not otherwise governed by Article 3 of this Appendix, any claim concerning this contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

Appendix B¹

Indemnity and Insurance

Article 1. 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.

Article 2. Insurance

Without limiting contractor's indemnification, it is agreed that contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the contractor's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the contracting officer prior to beginning work and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the contractor's services. All insurance policies shall comply with and be issued by insurers licensed to transact the business of insurance under AS 21.

2.1 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.

2.2 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 claim.

2.3 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 claim.

APPENDIX C

DESCRIPTION OF SERVICES

Should there be a conflict among documents, the following order of precedence shall govern the resolution of conflicts:

First, this contract document, Second, the Solicitation, Third, the proposal.

Scope of Work

_____ to Provide _____ for the Department of Finance & Management Services in the _____ and Anchorage. CONTRACT PERIOD from: April 19, 2019 through April 18, 2020, with the option to renew for two (2) additional one-year terms under the same terms and conditions as the original contract. Renewals shall be exercised solely by the State.

Deliverables

Appendix D

PAYMENT FOR SERVICES

Payment for services provided shall not exceed **\$760,000.00** for the period of performance of this contract.

Below is an example of a cost per deliverable chart:

Services on this contract will be billed according to the following:

Invoicing

The Contractor will submit quarterly invoices detailing services performed in accordance with Appendix C.

The invoice must:

- reference the Contractor's name, address and phone number
- reference the contract number:
- include an invoice number
- Reference the Alaska **Division of Commercial Fisheries**
- itemize the contractual services provided during the period invoiced as described in Appendix C

The Contractor shall submit invoices to the address specified below no later than 30 days after the end the period

for which services were performed. Failure to include the required information on the invoice may cause an unavoidable delay to the payment process. The State will pay all invoices within thirty (30) days of invoice approval by the Project Director.

Email invoices to:

(Please reference the contract **0621-XXX** in the subject line)

Notwithstanding any other provision of this contract, it is understood and agreed that the State shall withhold payment at any time the Contractor fails to perform work as required under Appendix C and/or D of this contract.

Appendix F

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

(a)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participant's responsibilities.

The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

**Before completing certification, read the instructions on the following page,
which are an integral part of the certification**

1. The prospective recipient of Federal assistance funds certifies, by submission of this bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective recipient of Federal assistance funds is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this Proposal.

Name and Title of Authorized Representative

Signature

Date

Instructions for Certification

1. By signing and submitting this Proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this class is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to whom this Proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "Proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this Proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this Proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this Proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous.
A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

Vessel Safety Checklist

(Must be completed and signed **prior** to departure. Statements in **RED** are no-go items. If these cannot be answered with a "Yes" or fixed prior to start of survey the vessel may not depart!)

Prior to the departure of the _____^{YYYY} _____^{Circle One} SSEI/NSEI longline survey the ADF&G science crew (_____ and _____) met with _____ (vessel captain) to discuss vessel safety procedures and equipment. This meeting took place onboard the FV _____ at _____^{Time and Date} _____. During this meeting we saw and discussed:

- | | |
|--|---|
| <p>1) The USCG Commercial Fishing Safety Decal (typically located on window of wheelhouse).
We verified that this sticker is valid through the end of this survey (Yes) (No)</p> <p>2) The life raft is located in a float-free location. The life raft has sufficient capacity for everyone who will be on board during this survey (Yes) (No)</p> <p>3) The Hydrostatic Release on the life raft is correctly set up (see diagram on back) and the hydrostatic release expiration date is valid through survey (Yes) (No)</p> <p>4) The EPIRB on this vessel was located and is:
Located in a float-free location (Yes) (No)

Hydrostatic release expiration date is valid through survey (Yes) (No)

Battery and NOAA Registration sticker are valid through survey (Yes) (No)</p> <p>5) There are sufficient immersion suits onboard for all crew. Both members of the science crew have their own and know where these will be stowed (Yes) (No)</p> | <p>6) During this safety check we have:</p> <ul style="list-style-type: none">☐ Seen the location of radios and discussed emergency call procedures (these are posted)☐ Discussed emergency alarms and procedures (duties, muster station, etc.)☐ Seen the location of fire extinguishers, especially those near high-risk areas☐ Know the location of primary and secondary first aid kits☐ Seen station bill and have discussed our duties, if any, during the listed emergencies☐ Seen location of vessel flares and have discussed which types are available <p>7) We have also discussed:</p> <ul style="list-style-type: none">☐ The expected workflow and safe areas for us to be on deck☐ Our mandatory daily check-in procedures with home port☐ Verified, if needed, any allergies, potential medical conditions or dietary requirements of science crew☐ Where our sampling gear, including raingear, should be stowed to be both accessible to us but not infringing upon crew space☐ Where we can safely plug in and charge our electronics, both during the day and overnight |
|--|---|

As the science crew onboard this vessel for the _____^{YYYY} _____^{Circle One} SSEI/NSEI longline survey we certify that we participated in the above safety check in person and that the above checked statements are true to the best of our knowledge (sign and date).

_____ (Lead) _____ (Crew)

Figure 1.—Vessel safety checklist that vessel captain and ADFG staff review and discuss prior to survey

FIGURE 2: WGOA Map

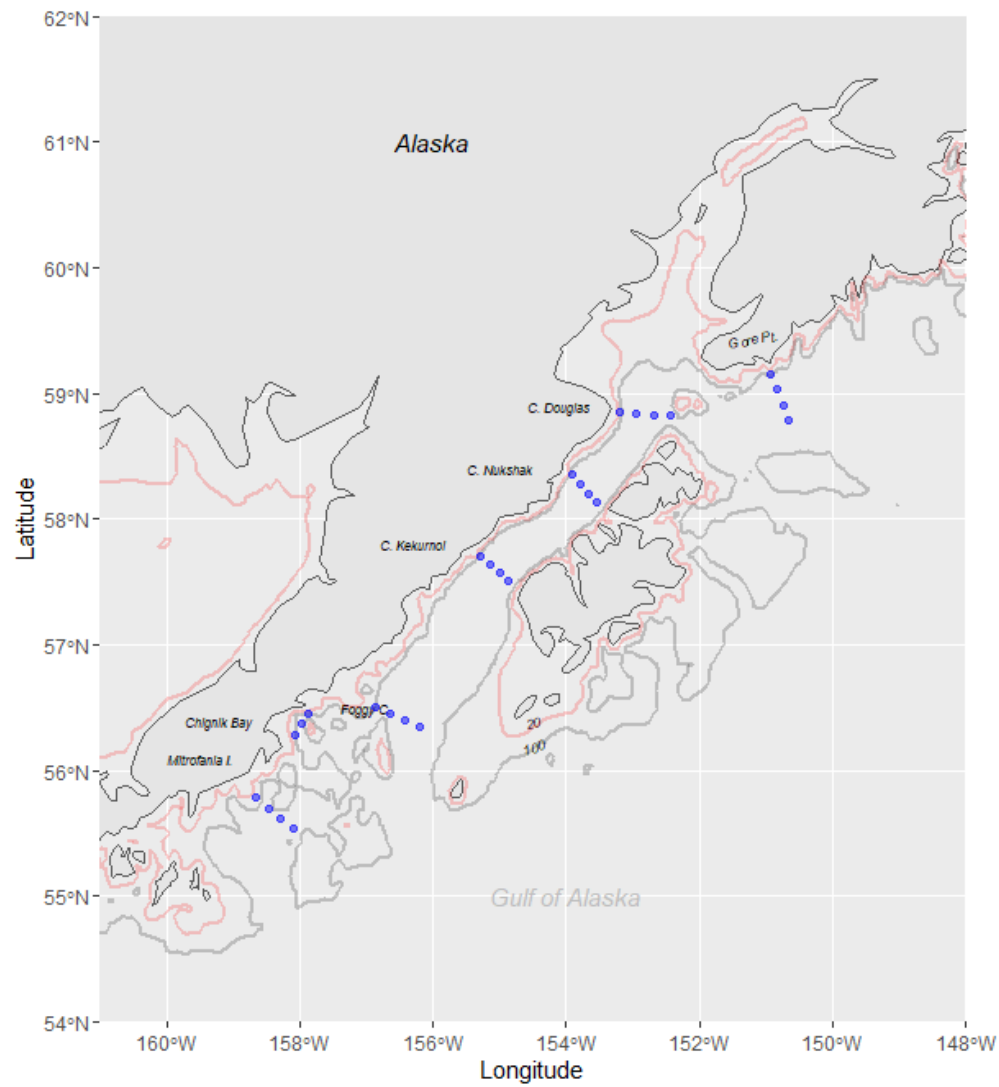


FIGURE 3: SBS Map

