

STATE OF ALASKA INVITATION TO BID (ITB)



STELLER SEA LION SURVEY, SOUTHEAST ALASKA.

ITB 230000016

DECEMBER 8, 2022

THE DEPARTMENT OF FISH AND GAME, DIVISION OF WILDLIFE CONSERVATION IS SOLICITING BIDS FOR A MULTI-YEAR

CONTRACT TO PROVIDE CHARTER SERVICES FOR OUR STELLER SEA LION PROGRAM IN SOUTHEAST ALASKA.

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 **WILDLIFE CONSERVATION**, is soliciting bids for **A MULTI-YEAR CONTRACT TO BE AWARDED TO A CONTRACTOR TO PROVIDE CHARTER SERVICES TO OUR STELLER SEA LION PROGRAM IN SOUTHEAST ALASKA.**

SEC. 1.02 DEADLINE FOR RECEIPT OF BIDS

Bids must be received no later than **2pm** Alaska Time on **December 29th, 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:

- **Contractor is required to have three (3) years of experience in the past seven (7) providing charter services for animal surveys.**

*****Additional requirements for the vessel and crew 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 230000016- Steller Sea Lion Survey, Southeast Alaska.

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: 230000016

ITB Title: Steller Sea Lion Survey, Southeast Alaska.

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 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	DATE
Issue Date / ITB Released	12/08/2022
Deadline for Receipt of Bids / Bid Due Date	12/29/2022
Bid Evaluations Complete	01/03/2023
Notice of Intent to Award	01/04/2023
Contract Issued	01/16/2023

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 for from July 1, 2023 through December 31, 2024 two (2) one (1) year renewal options to be exercised at 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 **Wildlife Conservation**.

SEC. 2.03 CONTRACT FUNDING

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

SEC. 2.04 CONTRACT EXTENSION

Unless otherwise provided in this ITB, the state and the successful bidder/contractor agree: (1) that any extension of the contract excluding any exercised renewal options, will be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect and (2) the procurement officer will provide written notice to the contractor of the intent to cancel the month-to-month extension at least thirty (30) days before the date of cancellation. A month-to-month extension may only be executed by the procurement officer via a written contract amendment.

SEC. 2.05 CONTRACT CHANGES – UNANTICIPATED AMENDMENTS

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

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

SEC. 2.06 SUBCONTRACTORS

Subcontractors will not be allowed.

SEC. 2.07 JOINT VENTURES

Joint ventures will not be allowed.

SEC. 2.08 CONTRACT PERFORMANCE LOCATION

The contractor will pick up ADF&G staff in the Juneau area.

By signature on their bid, the bidder certifies that all services provided under this contract shall be performed in the United States.

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

SEC. 2.09 RIGHT TO INSPECT PLACE OF BUSINESS

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

SEC. 2.10 SCOPE OF WORK AND SPECIFICATIONS

PURPOSE:

Contract for the use of a fully functional vessel, including a captain and a minimum of one (1) crew member, for use by the Alaska Department of Fish and Game (ADF&G) as living quarters and an operations base for visiting most Steller sea lion (SSL) haulouts and rookeries in Southeast Alaska (SEA) to conduct population surveys, observe branded animals, and attempt to liberate entangled animals. The work generally involves seven (7) ADF&G personnel and collaborators, but up to twelve (12) is possible, and will take place from Glacier Bay and Cross Sound in northern SEA, through the outer coastal waters of Chichagof and Baranof Islands, Frederick Sound, and as far south as Cape Addington. Haulouts and rookeries will be surveyed by two 22' skiffs provided by ADF&G and transported by the charter vessel.

LENGTH OF CHARTER:

The length of charter will be a minimum of seven (7) days and a maximum of fifteen (15) days, unless the contractor and ADF&G mutually agree upon an extension of the charter period. 2023 charter is anticipated to be eight (8) days. Exact start/end dates will be determined each year but must fall within the period of 24 June to 12 July. We estimate that, weather permitting, twelve (12) haul-outs and four (4) rookeries will be visited during this period. Travel between sites will vary greatly with longer distances to be traveled at night oftentimes requiring 24 hours of uninterrupted traveling by the charter vessel.

Field gear and personnel may be loaded the day prior and unloaded the day after the charter, Charter Operator will provide their charge for "loading days" as outlined on the bid schedule on page 39.

Outlined below is the charter schedule ADF&G will utilize for bidding purposes only- it covers approximately 425 nautical miles. The State does not guarantee a minimum or maximum number of contract days.:

Loading day- all gear and fuel aboard during day prior to departure.

Day 1: Depart from downtown Juneau. Survey Midway Island and Frederick Sound sites. Survey Yasha and anchor nearby.

Day 2: Frederick Sound and Yasha, Depart to Biali. Survey Ommaney, Sea Lion Rock, etc. en route.

Day 3: Survey and sample Biali.

Day 4: Survey and sample Biali. Survey Jacob and Sea Lion Island en route to White Sisters.

Day 5: Survey and sample White Sisters.

Day 6: Survey and sample White Sisters. Transit to Graves.

Day 7: Survey and sample Graves.

Day 8: Transit to Hobbit Hole and drop off crew and gear. Continue on to Auke Bay.

CONTRACT PERIOD:

The length of the contract will be from date of award through December 31, 2024, with the option to renew for 2 additional 1 year terms at the same terms and conditions, as the original contract. Renewals must be initiated solely by the state. However, the contractor must provide their mutual agreement for the contract to be renewed. Delivery Orders will be issued annually to initiate the charter.

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 eight (8) contract days with a three (3) day extension possible. These additional days will be at the same daily rate for the first eight (8) days.

LOCATION OF VESSEL OPERATION:

The vessel is required to operate on Inside Passage and near coastal waters along the outer coast of Southeast Alaska. The charter itinerary is subject to change based upon prevailing weather conditions, abundance of study animals, research priorities, etc. As such, the estimated route will be departing Juneau and travelling to Frederick Sound then south to Cape Ommaney via Chatam Strait. The route will continue north to Graves Rocks while visiting outer coast Chichagof & Baranof Islands sites along the way. The route will terminate in the Inian Islands- either at Elfin Cove or Hobbit Hole.

The larger sites potentially visited include: South Marble Island in Glacier Bay, Inian Islands in Cross Sound, Graves Rocks north of Cape Spencer, White Sisters off Chichagof, Sea Lion Island off Baranof, Biali Rocks by Crawfish Inlet, Cape Ommaney, Hazy Islands, Coronation Island, Cape Addington, and Frederick Sound’s Sail, Sunset, The Brothers, and Yasha Islands.

THIS CHARTER WILL BEGIN IN JUNEAU AND END IN AUKE BAY, ALASKA.

PAYMENT FOR THE CHARTER:

The contractor will be paid the daily amount bid up to the maximum fifteen (15) days. Days spent shore-side by the vessel captain and crew conducting activities involving refurbishing, loading and unloading ADF&G gear and equipment will be paid at the daily load/unload rate. Payment for partial calendar day charter vessel operation during the seven-to-fifteen (7-15) continuous day charter period will be prorated on an hourly basis from the daily charter vessel rate. For the purposes of this contract, a charter day is 24 hours commencing at 12:00AM and ending at 11:59PM. Prorated hourly rates are 1/24th the daily rate.

CAPTAIN AND CREW ABOARD THE VESSEL:

This contract requires a vessel captain and at least one (1) crew member. The experience and licensing requirements for the vessel captain and crew are set out below on pages .

STATE PERSONNEL ABOARD THE VESSEL:

During this contract the State will place an average of six (6), but up to twelve (12) ADF&G scientists and collaborators aboard the vessel. Bid will be based on six (6) State staff with a separate line item for “per head” cost for any additional state staffer over the minimum amount of six (6).

VESSEL INSPECTION:

The vessel will be subject to inspection by ADF&G. The successful bidder must, within ten (10) days of receipt of the Notice of Intent to award, submit a copy of the most recent marine survey to: ADF&G-WC-SWP, c/o Tom Gage, 333 Raspberry Rd, Anchorage, AK 99518-1565. The vessel must be available for inspection at a specified location mutually agreed upon by the bidder/contractor and the State within thirty (30) days of close of this bid period.

- A United States Coast Guard (USCG) Certificate of Inspection will be required to validate the type and size of vessel offered and to verify that contract specifications are met by the vessel offered.
- 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 of charter departure, all 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 time certain for total ITB compliance, a vessel fails to adequately meet any of the ITB requirements listed below, 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 sixty-seven (67) feet. Length will be determined by measuring the length overall from the foremost part of the hull to the aftermost part of the hull, excluding bowsprits, rudders, accessory brackets and similar fittings and attachments.
- B. Vessel main engine(s) must be diesel powered. Bids offering gasoline-powered engines will be rejected as non-responsive.
- C. Minimum cruising speed in calm seas must be nine (9) knots; cruising speed in excess of nine (9) knots highly preferred.
- D. Vessel must have all needed equipment necessary to and be able to safely tow two (2) ADF&G skiffs (22’ Aluminum skiff and 21’ Safe boat) or have a crane of sufficient lift to safely deck load the skiffs with engines in rough conditions often encountered along the outer coast of Alaska. The Charter vessel must be able to load and carry up to three hundred (300) gallons of unleaded skiff gas provided by ADF&G. The Vessel also must have easy access to and from skiffs tied alongside for both transfer of personnel and fueling.
- E. Sleeping space to accommodate up to twelve (12) ADF&G personnel, in addition to sleeping space for the vessel

captain and crew; the number of ADF&G personnel will fluctuate, but twelve (12) will be the highest number. Each sleeping space used by ADF&G personnel must be at least twenty-six (26) inches wide at the shoulders and seventy-seven (77) inches long. There also must two heads available for the sole use of ADF&G.

F. Minimum one hundred (100) cubic feet of dry storage space for ADF&G optics and electronic equipment.

G. Dedicated flat working space and seating for three (3) ADF&G employees to work simultaneously on computers is required. At a minimum, there should be a space 24" wide x 36" long per person. This work space will not be dismantled for every meal but will remain in place for the entire trip; it must not impede movement around the vessel. A temporary folding table will not be considered adequate work space. This area must also have at least one 110-volt AC outlet near the table area and be available 24 hours per day.

H. A covered area with fresh water rinse down hose away from berthing areas must be available for hanging and drying rain gear, boots, mustang suits, clothing, and other apparel. The vessel must also have an area for hanging wet gear to dry- a dedicated space within the engine room is acceptable.

I. Stove, oven, sink, galley table, and all materials and equipment necessary for daily meal preparation, cooking, and clean up. The galley must have enough room to seat & serve twelve (12) people at one time.

J. Refrigerated and freezer storage space sufficient to maintain perishable and frozen food for all onboard personnel for ten (10) continuous days of vessel operation.

K. Freezer space sufficient to maintain any biological specimens collected by ADF&G personnel for fifteen (15) continuous days of vessel operation. Approximately 5ft³ space is required for storing non- food items such as sea lion feces and bodily fluids stored in sealed bags and buckets.

L. Fresh water storage or seawater conversion capable of providing sufficient fresh water to permit ten (10) continuous days of vessel operation. Water supply must be sufficient for potable and drinking water needs, to permit daily washing of dishes, and to permit thrice-weekly showers and once weekly clothes washing for all onboard personnel. At least two (2) showers and two (2) heads must be available for the sole use of ADF&G personnel. A washer & dryer must be available for ADF&G use.

M. NAVIGATION, STEERAGE, and COMMUNICATIONS EQUIPMENT:

(1) One (1) fully functional radar system, with a minimum range of 24 miles, in good operating condition. Backup system is highly desirable.

(2) Fully functional automatic pilot in good operating condition.

(3) Automatic readout GPS with a complete backup system.

(4) Chart plotter with AIS; backup system is highly desirable.

(5) Fathometer with a minimum 400-fathom range. Backup system is highly desirable. Side scan sonar is also desirable.

(6) Two (2) VHF radio transmitter(s) and receiver(s) fully functional and in good operating condition equipped with standard marine frequencies for the area in which operations will be conducted, including VHF channels 6 and 16.

(7) One (1) single side-band radio transceiver.

(8) Satellite telephone communications system such as Global Star or Iridium. Vessels equipped with additional satellite communication (e.g. INMARSAT Standard C satellite communication, Telex, wireless Internet connection, or other satellite telephone) are also highly desired.

(9) Minimum of two anchors with sufficient ground tackle; all of the size and type required for the size and type of vessel chartered.

N. VESSEL SAFETY EQUIPMENT:

(1) USCG approved first-aid kit(s).

(2) Medical O2, AED, and crew with first-aid training (e.g. First Responder, EMT, etc.) are highly desired.

(3) USCG approved Category-I 406 MHz vessel EPIRB.

(4) USCG approved fire-fighting equipment of the size, type and quantity required for the size and type of the vessel chartered.

(5) SOLAS “A Pack” or similar USCG approved life raft(s) suitable for offshore passages. The rated capacity of the raft(s) must be adequate to accommodate all personnel aboard the vessel, including the vessel captain and crew, and up to twelve (12) ADF&G crew. Must also have visual distress signals of size and quantity required for vessel by USCG.

(6) USCG approved survival (aka “gumby”) suits and personal flotation devices of appropriate fittings are required for all personnel aboard the vessel, including the vessel captain and crew and the ADF&G crew. The State can supply survival suits for the ADF&G crew but must be notified of this need one month prior to departure.

VESSEL CREW REQUIREMENTS:

A. Crew to consist of a captain with a current Masters License and at least twelve (12) years of experience in Alaska waters, including ten (10) years of experience working throughout Southeast Alaska, including documented, extensive experience working along the outer coast and the minimum of one (1) experienced crewmen. The crewmen must have valid Captain’s licenses and a minimum of five (5) years of experience aboard vessels. Said crewmen must also be fully knowledgeable of, and be able to operate, the charter vessel and equipment. The vessel crew will be expected to perform cooking and cleaning duties in addition to operating the vessel and may be asked to assist with research operations by the ADF&G crew leader.

B. The State will have the right to require replacement of any vessel crewmember. If the vessel operates shorthanded due to replacement or illness of a vessel crew member for a period in excess of twenty-four (24) hours, the State will deduct from the charter rate for that period of time in an amount equal to the missing crewman’s wages and related direct cost of employment (i.e., social security tax, unemployment insurance, etc.). The total cost of replacing a vessel crewmember aboard the vessel will be at the contractor’s expense. 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.

C. The winning bidder must have a crewed rigid inflatable skiff (RIB), minimum seventeen feet (17’) long. This skiff, along with a minimum of one (1) vessel crewmember, must be available daily from 0800 to 1900 hours (lunch break provided) to assist with research activities, personnel and gear transfers, and as a safety back-up. Each of the crewmembers that will be driving the skiff must have a minimum of five (5) years of documented experience driving a skiff in outer coast Alaskan waters. Skiff crew must be prepared with appropriate clothing and boating equipment for

operating on outer coast waters. Skiff crew will be expected to be in their RIB daily, during every ADF&G survey, to provide support.

UNUSUAL HOURS:

It will be necessary to run the vessel twenty-four (24) hours continuously for up to four (4) of the seven to fifteen (7-15) charter days to travel from one location to another. The vessel must have enough crew with the capabilities to operate the vessel safely (following all US Coast Guard regulations for watch lengths) for 24 hours a day, for long durations of at least five (5) days at a time. If the vessel cannot, or does not, comply with these criteria, ADF&G will have the right to cancel the charter and/or deduct missed work opportunities from the charter payment.

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 (e.g. launch or retrieve ADF&G skiff, conduct SSL surveys, 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/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 crew cannot use it for work for a period of more than forty-eight (48) 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, State-owned gear may be placed in storage or returned to a location that is mutually agreed upon by the State and the contractor. Charges for gear storage will be paid by the State. The State will not assume any liability for transporting the captain and vessel crew to their homeport. Contract payments will cease on the hour and date the vessel is unable to continue normal operations.

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

- A. Either underway or at anchor 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 the general activities and safety of the vessel crew and ADF&G crew.
- B. The vessel captain will comply with all directives given by the ADF&G crew leader regarding research activities,

provided that those directives do not directly or indirectly endanger the vessel, the captain or crew or the ADF&G crew.

C. 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.

D. The Captain or designee will observe or monitor personnel working in or from skiffs from the vessel via VHF radio to ensure their safety. In the event of a problem or accident, immediate steps will be taken for a pick up.

PERFORMANCE REQUIREMENTS OF THE VESSEL CREW MEMBER(S):

With the vessel serving as an operations base and living quarters for ADF&G personnel, the vessel captain and crew 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 computer work (compiling and analyzing the data collected) as defined above.
- C. Communications base for dispersing and receiving information.
- D. Basic living accommodations for up to twelve (12) ADF&G personnel.
- E. Meal preparation, cooking and clean up.
- F. General cleaning of the interior and exterior (deck work area) of the vessel.
- G. General assistance as requested by the ADF&G crew leader to ADF&G personnel in the performance of their work.
- H. The captain must provide a safety orientation briefing to all vessel and ADF&G crew prior to the commencement of the charter period. 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 (life rings, life rafts, immersion/survival suits, activating the general alarm, location and operation of the ship's EPIRB(s), O2, and AED).
 - (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.

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

A. The contractor will provide all lubricants, oils, greases and filters required for the charter vessel during the contract. At the beginning of the contract all fuel and lubricant tanks must be full and all filters must be fresh. In addition, the vessel must have aboard extra lubricants, oils, greases and filters in amounts sufficient for the entire contract period. This will be a wet charter based on fuel at \$4 per gallon and distance travelled of 425 nautical miles. In the event fuel prices or distances covered during the charter are higher, contractor will provide an invoice for the increased costs and

ADF&G will reimburse.

B. The contractor will provide three ample, balanced, and nutritious meals each day for all onboard including ADF&G crew, the vessel captain and crew. Except when underway, crew must provide substantial hot meals for both breakfast and lunch (e.g. cold sandwiches will not be considered adequate for every lunch). All dinners will be hot and balanced, including fresh vegetables and/or salad. Contractor will also provide snacks (fresh & dried fruit, nuts, granola, candy bars, jerky, cheese, crackers, etc.). Contractor must also be willing to meet special dietary needs; ADF&G personnel will inform operator of any specific needs well in advance of provisioning.

FUEL FOR SKIFFS:

ADFG will provide 300 gallons of unleaded gasoline in drums, for ADF&G skiffs and the Contractors skiff when supporting ADF&G operations. Contractor will be responsible for loading and safely stowing this fuel. Contractor will supply, at a minimum, a bung wrench, barrel pump (approved for transfer of gasoline), and gas hoses for transferring fuel to skiffs. Should additional gasoline be required to complete the operations, the Contractor must be willing to seek-out additional unleaded gasoline and assist with bringing it onboard the charter vessel.

MISCELLANEOUS PROVISIONS:

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.

SEC. 2.11 F.O.B. POINT

Removed.

SEC. 2.12 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. 2.13 DELIVERY TIME

removed.

SEC. 2.14 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. 2.15 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. 2.16 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. 2.17 CONTRACT PRICE ADJUSTMENTS

removed.

SEC. 2.18 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. 2.19 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. 2.20 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. 2.21 MANDATORY REPORTING

removed.

SECTION 3. CONTRACT INVOICING AND PAYMENTS

SEC. 3.01 BILLING INSTRUCTIONS

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

1. **Loading/Unloading Days**
2. **Charter Days**
3. **Partial Charter Days**
4. **Fuel Charge for Overages**
5. **Extra People**
6. **Skiff Fuel Charge**
7. **Extra requested items from ADF&G**

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 to 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 brand 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 a 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 procurement the goods or services from another source and hold the contractor responsible for any resulting excess cost and may seek other remedies under law or equity.

SEC. 5.15 DISPUTES

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

SEC. 5.16 SEVERABILITY

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

SEC. 5.17 CONTRACT CANCELLATION

The state reserves the right to cancel the contract at its convenience upon 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) Vessel Information Form
- 2) Captain and Crew Certification and Experience Form
- 3) Bid Schedule
- 4) Alaskan Bidder Preference
- 5) Sample Contract

VESSEL INFORMATION FORM:

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

VESSEL **OWNER** NAME: _____

ADDRESS: _____

PHONE (LIST ALL) _____

FAX: _____ EMAIL (OPTIONAL): _____

VESSEL **AGENT** NAME: _____

ADDRESS: _____

PHONE (LIST ALL): _____

FAX: _____ EMAIL (OPTIONAL): _____

VESSEL NAME AND ADF&G NUMBER: _____

VESSEL TYPE (e.g., house forward crabber) _____

YEAR BUILT: _____ REGISTRY NUMBER: _____

CALL NUMBER(S) AND FREQUENCY: _____

CRUISING SPEED (KNOTS): _____ OVERALL LENGTH (FEET): _____

VESSEL WEIGHT (Gross tonnage): _____

DIESEL POWERED MAIN ENGINE: [] YES [] NO

VESSEL INFORMATION FORM:

MAIN ENGINE: TYPE _____ HORSEPOWER _____

AUXILLIARY ENGINE(S): TYPE _____ HORSEPOWER _____

TYPE _____ HORSEPOWER _____

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 Passenger Vessel Safety Examination” letter with your bid.

DATE/LOCATION OF LAST MARINE SURVEY: _____

DATE/LOCATION OF LAST VESSEL STABILITY TEST: _____

LOCATION OF VESSEL FOR ADF&G INSPECTION: _____

VESSEL INFORMATION FORM:

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 up to twelve (12) ADF&G crew, the vessel captain, and crew.

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 rafts to be carried aboard the vessel.

RAFT BRAND	CAPACITY	USCG APPROVAL NUMBER
EXAMPLE: VIKING	10	USCG HO51088
A.		
B.		
C.		

Bidders must provide at least enough survival suits for all personnel aboard the vessel. Indicate the brand and model of survival suits carried aboard the vessel.

SURVIVAL SUIT BRAND AND MODEL	NUMBER OF SUITS	USCG APPROVAL NUMBER
EXAMPLE: IMPERIAL	6	160-012-30
A.		
B.		
C.		
D.		
E.		

VESSEL INFORMATION FORM:

Failure to specify survival suits and USCG approved life rafts to accommodate all those on board will cause the State to reject the bid as non-responsive.

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

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 ITB must be installed and functional at the time of the vessel inspection.

CAPTAIN AND CREW CERTIFICATION AND EXPERIENCE FORM

USCG LICENSE:

In the space provided, bidders must enter the name of the person who will serve as captain of the vessel. The captain must be properly licensed by the USCG for the size/type vessel being offered for bid. A photocopy of that person's USCG license should be submitted with the bid and must be submitted within 10 days of the State's request. A bidder's failure to provide a copy of the license, as stated above, may cause the State to reject the bid as non-responsive.

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.

On the line below, print the name of the person who will serve as Captain.

Identify the rating(s) held by the person named above.

<input type="checkbox"/> Operator of Uninspected Six Passenger Vessels				
<input type="checkbox"/> Master	25 Ton vessels	<input type="checkbox"/> Inland	<input type="checkbox"/> Near coastal	<input type="checkbox"/> Unlimited
<input type="checkbox"/> Master	50 Ton vessels	<input type="checkbox"/> Inland	<input type="checkbox"/> Near coastal	<input type="checkbox"/> Unlimited
<input type="checkbox"/> Master	100 Ton vessels	<input type="checkbox"/> Inland	<input type="checkbox"/> Near coastal	<input type="checkbox"/> Unlimited
<input type="checkbox"/> Master	150 Ton vessels	<input type="checkbox"/> Inland	<input type="checkbox"/> Near coastal	<input type="checkbox"/> Unlimited
<input type="checkbox"/> Master	200 Ton vessels	<input type="checkbox"/> Inland	<input type="checkbox"/> Near coastal	<input type="checkbox"/> Unlimited
<input type="checkbox"/> Master	500 Ton vessels	<input type="checkbox"/> Inland	<input type="checkbox"/> Near coastal	<input type="checkbox"/> Unlimited
<input type="checkbox"/> Master	1600 Ton vessels	<input type="checkbox"/> Inland	<input type="checkbox"/> Near coastal	<input type="checkbox"/> Unlimited

CREW REQUIREMENTS: At a minimum, the vessel crew will consist of a captain and one (1) crewmember. The contractor will be responsible for payment of wages, direct cost of employment and fringe benefits, if any, to the vessel crewmembers. The State will be responsible for payment of the daily charter rate only and will not reimburse the contractor for crew wages in addition to the charter rate.

CAPTAIN AND CREW EXPERIENCE INFORMATION: Bidders must complete the captain and crew information form below. A bidder’s failure to complete the captain and crew information may cause the State to reject the bid as non- responsive.

CAPTAIN EXPERIENCE REQUIREMENTS:

The captain must have a minimum of ten (10) years’ experience, as a captain, in the type and size vessel specified for this contract.

- Captain’s experience, as a captain, operating in Alaskan waters: _____ years.
- Captain’s experience, as a captain, in various size, type/class vessels.
 - a) Size type/class of vessel: _____.
Number of years’ experience: _____ years.
 - b) Size type/class of vessel: _____.
Number of years’ experience: _____ years.
 - c) Size type/class of vessel: _____.
Number of years’ experience: _____ years.
 - d) Size type/class of vessel: _____.
Number of years’ experience: _____ years.

CAPTAIN AND CREW CERTIFICATION AND EXPERIENCE FORM

REMAINING CREWMEMBERS:

One crewmember must have a minimum of five (5) years' experience at sea. If there are more than one crew member, provide there information below:

- a) First crewmember: _____ Experience at sea: _____ years.
- b) Second crewmember: _____ Experience at sea: _____ years.
- c) Third crewmember: _____ Experience at sea: _____ years.

Item	Quantity	Unit	Price Per Day 2023 yr.	Price Per Day 2024 yr.	Price Per Day 2025 yr.	Price Per Day 2025 yr.
Loading Days		Days				
Daily Rate		Days				
Additional ADF&G Staffer		Per head (one person)				
Total Yearly Cost:			\$	\$	\$	\$

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 for the total of all 3 years.

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?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Alaska Veteran Preference: Do you believe that your firm qualifies for the Alaska Veteran Preference?	<input type="checkbox"/> Yes <input type="checkbox"/> 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**: [Click or tap here to enter text.](#)

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 _____

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 **\$XX,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**
- 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.