

**STATE OF ALASKA ITB NUMBER 2523S056
AMENDMENT NUMBER ONE**

AMENDMENT ISSUING OFFICE:



Department of Transportation & Public Facilities
Statewide Contracting & Procurement
P.O. Box 112500
(3132 Channel Drive, Room 350)
Juneau, Alaska 99811-2500

THIS IS NOT AN ORDER

DATE AMENDMENT ISSUED: December 23, 2022

ITB TITLE:

Supplemental Transportation Services: Kodiak Island and Cook Inlet, Alaska

Bid Submission Date: Bid must be received by 1:00pm prevailing Alaska Time on January 4, 2023

This is a mandatory return Amendment. *Your bid may be considered non-responsive if this signed amendment is not received [in addition to your bid packet] by the date and time proposals are due*

Signature:


Chris Hunt for

Date:

12-23-22

Name:

Tom Mayer

Title:

Procurement Specialist V

Vendor Signature

Business Name: _____

Date: _____

Printed Name: _____

Signature: _____

Title: _____

This amendment is issued to:

- Answer questions submitted by the vendor community;
- Modify sections of this ITB; and
- Modify Attachment B –Appendix B1 Indemnity and Insurance

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Question One: Our landing craft meets all USCG regulations for cargo vessels under 15 tons. We have undergone a voluntary USCG safety inspection earning their highest safety rating for un-inspected vessels.

The ITB requires vessels to be "licensed" by the USCG. What does this mean?

The USCG licenses captains, they inspect vessels. Vessels of certain classes (CFR subchapters) are issued Certificates of Inspection such as subchapter T or K. We fully comply with CFR subchapter I; freight vessels under 15 tons (as designated by ABS and USCG). There are no COI's issued for our class yet we are fully compliant and operate with USCG knowledge. We have exceeded our requirements by undergoing the voluntary inspection; the Five Star Safety Program. Our vessel regularly services the villages of Kodiak, we are capable of carrying 4 vehicles up to 80,000 pounds.

Will our vessel meet the requirements of this ITB as an uninspected vessel that is fully compliant with USCG regulations?

Answer One: *The "five star program" mentioned in the response is for uninspected passenger vessels. These smaller vessels are not issued a Certificate of Inspection, but they need an Alaskan registration, and if over 5 net tons they need a Certificate of Documentation by the USCG. The passenger carrying capacity for the vessel depends on the capacity plate fixed to the vessel with shows maximum persons and weight allowed onboard. The limitation to the passenger capacity on the capacity plate would be the Captains USCG license (they are required to have one), usually the licenses are authorized to carry 6 or 12 persons.*

Question Two: \$25,000,000 insurance coverage is extraordinary for a vessel of our size. I have reached out to our insurer for pricing. We will have to build this into our pricing but it is difficult if we don't know how many trips will be performed during the contract period. We might only perform 5 trips yet spend \$80,000 on additional insurance (we carry \$3,000,000 P and I, \$1,000,000 General Marine Liability). Because of the uncertainty in this contract, can a lump sum be included in pricing to cover insurance costs? Is there an estimate of how many trips will be performed per week or in total?

Answer Two: *For the landing craft, for Lots 3 and 4, they will just be transporting vehicles without passengers on their 72' landing craft then the State reduce the required limits to \$5M for Marine Liability and Marine P&I but \$1M & \$3M P&I is too low for the State to accept the risk.*

Question Three: Lots Three and Four require a vessel that can transport four vehicles. Can you further define the minimum length, width and weight of vehicles and required minimum cargo deck space needed for evaluation purposes? Many Village customers drive large pickup trucks. Is it fair to assume a vehicle will occupy 18' x 8'?

Answer Three: *19 Ft. X 8 Ft. as far as vehicle deck space, and 10X10 foot cargo deck area for carry on cargo should be sufficient.*

Question Four: Will Wharfage tax be collected by the City of Kodiak for vehicles loaded and unloaded at their ramp facility acting under this ITB? Should Wharfage tax and ramp usage fees be included in Ready Rate or will they be paid separately by AMH to the City of Kodiak?

Answer Four: *Those fees should be included in the Ready Rate, i.e. the contractor will pay those fees.*

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Question Five: The City of Kodiak does not remove snow from the Gravel ramp used by landing craft in Kodiak. Should snow removal be built into Ready Rate? Do Bidders need to make provisions for snow removal at offloading sites in Ouzinkie, Port Lions and Old Harbor or will it be performed by Village personnel?

Answer Five: *Snow removal will need to be included the Ready Rate and arranged for by the contractor, including Ouzinkie, Port Lions, and Old Harbor*

End of Questions and Answers

As a result of the above questions, the following changes are hereby made:

Change One: Delete Section One in its entirety and replace with the following:

SEC. 1.03 PRIOR XPERIENCE

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

Lots One and Two: Passenger Only Transportation Services

Bidder:

1. The Bidder must have at least two years of experience managing, operating, and providing marine passenger transportation services.
2. The Vessel(s) offered by the Bidder must be USCG Certified and licensed to transport passengers in the waters surrounding Kodiak Island, Alaska and in Cook Inlet, Alaska.

Vessel Captains:

1. Each Vessel Captain offered by the Bidder must have at least two years of experience as a Captain operating vessels.
2. Each vessel Captain offered by the Bidder must be USCG certified and licensed.

Lots Three and Four: Vehicle Only Transportation Services

Bidder:

1. The Bidder must have at least two years of experience managing, operating, and providing overwater transportation of passengers and vehicles.
2. The Vessel(s) offered by the Bidder must be USCG Certified and licensed to transport vehicles in the waters surrounding Kodiak Island, Alaska and in Cook Inlet, Alaska, **or if the Vessel(s) offered by the Bidder are five star program vessel(s) the bidder must be USCG licensed to transport vehicles in the waters surrounding Kodiak Island, Alaska and in Cook Inlet, Alaska, have a current Alaskan registration, and if over 5 net tons a current Certificate of Documentation by the USCG.**

Vessel Captains:

1. Each Vessel Captain offered by the Bidder must have at least two years of experience as a Captain operating vessels transporting passengers and vehicles.
2. Each vessel Captain offered by the Bidder must be USCG certified and licensed.

Lots Five and Six: Passenger and Vehicle Transportation Services

Bidder:

1. The Bidder must have at least two years of experience managing, operating, and providing marine passenger and vehicle transportation services.

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2. The Vessel(s) offered by the Bidder must be USCG Certified and licensed to transport passengers and vehicles in the waters surrounding Kodiak Island, Alaska and in Cook Inlet, Alaska, **or if the Vessel(s) offered by the Bidder are five star program vessel(s) the bidder must be USCG licensed to transport vehicles in the waters surrounding Kodiak Island, Alaska and in Cook Inlet, Alaska, have a current Alaskan registration, and if over 5 net tons a current Certificate of Documentation by the USCG.**

Vessel Captains:

1. Each Vessel Captain offered by the Bidder must have at least two years of experience as a Captain operating vessels.
2. Each vessel Captain offered by the Bidder must be USCG certified and licensed.

BIDDERS RESPONSE: Regardless of the Lot(s) being bid, Bidders must submit **Attachment D - Prior Experience Verification Form**. The completed form will be used to determine if the bidder meets or exceeds the above prior experience requirements for each lot. **Attachment D contains three tabs, bidders should only complete the tab for the lots being bid upon.**

*In addition to Attachment D, bidders **must also** submit **Attachment G - Vessel Captain Qualification Form** and a short narrative that describes and defines the qualifications of each offered Vessel Captain.*

*Bidders **must also** submit copies of each offered **Vessel Captains' USCG License** indicating they are properly licensed and authorized to operate the offered vessels with passengers.*

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

Change Two: Delete Attachment B –Appendix B1 Indemnity and Insurance in its entirety and replace with the following: Also enclosed as Attachment #1 to this Amendment #1

As amended for Amendment #1 to this ITB

**Attachment B - Appendix B¹
Indemnity and Insurance**

For Lots 1, 2, 5 & 6

NOTE: As experts in the provision of Passenger, Vehicle, and Passenger/Vehicle Transportation Services, Bidders are aware of their individual insurance costs. These insurance costs must be included in the hourly rates offered on **Attachment A – Bid Schedule**.

Questions regarding insurance must be submitted as soon as possible and during the procurement process. Changes to insurance values after the Notice of Intent to Award a contract award is issued may not be permitted and may result in a contract not being awarded to an entity that cannot provide the required insurance coverage.

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.

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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, nonrenewal, 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 \$1,000,000, combined single limit per occurrence.

2.3 Marine Liability: covering all vessels used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$25,000,000, combined single limit per occurrence.

2.4 Marine Property & Indemnity coverage with Pollution Endorsement: covering all vessels used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$25,000,000, combined single limit per occurrence. Must comply with Jones Act for Crew Coverage.

2.5 Marine Hull & Machinery: covering all vessels used by the Contractor in the performance of services under this agreement.

**Attachment B - Appendix B¹
Indemnity and Insurance**

For Lots 3 & 4

NOTE: As experts in the provision of Passenger, Vehicle, and Passenger/Vehicle Transportation Services, Bidders are aware of their individual insurance costs. These insurance costs must be included in the hourly rates offered on **Attachment A – Bid Schedule.**

Questions regarding insurance must be submitted as soon as possible and during the procurement process. Changes to insurance values after the Notice of Intent to Award a contract award is issued may not be permitted and may result in a contract not being awarded to an entity that cannot provide the required insurance coverage.

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.

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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 \$1,000,000, combined single limit per occurrence.

2.3 Marine Liability: covering all vessels used by the Contractor in the performance of services under this agreement with minimum coverage limits of **\$5,000,000**, combined single limit per occurrence.

2.4 Marine Property & Indemnity coverage with Pollution Endorsement: covering all vessels used by the Contractor in the performance of services under this agreement with minimum coverage limits of **\$5,000,000**, combined single limit per occurrence. Must comply with Jones Act for Crew Coverage.

2.5 Marine Hull & Machinery: covering all vessels used by the Contractor in the performance of services under this agreement.

End of Changes

As amended for Amendment #1 to this ITB

Attachment B - Appendix B¹

Indemnity and Insurance

For Lots 1, 2, 5 & 6

NOTE: As experts in the provision of Passenger, Vehicle, and Passenger/Vehicle Transportation Services, Bidders are aware of their individual insurance costs. These insurance costs must be included in the hourly rates offered on **Attachment A – Bid Schedule**.

Questions regarding insurance must be submitted as soon as possible and during the procurement process. Changes to insurance values after the Notice of Intent to Award a contract award is issued may not be permitted and may result in a contract not being awarded to an entity that cannot provide the required insurance coverage.

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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, nonrenewal, 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.

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Attachment B - Appendix B¹
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For Lots 3 & 4

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