

INVITATION TO BID

**INVITATION NUMBER
230000023**

RETURN THIS BID TO THE ISSUING OFFICE AT:



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

THIS IS NOT AN ORDER

DATE ITB ISSUED: 2/28/23.

ITB TITLE: VESSEL CHARTER – Norton Sound Trawl Charter- King Crab

SEALED BIDS MUST BE SUBMITTED TO THE OFFICE FROM WHICH THEY WERE ISSUED AND MUST BE TIME AND DATE STAMPED BY THE PURCHASING SECTION PRIOR TO 2:00 PM ON 3/21/2023 AT WHICH TIME THEY WILL BE PUBLICLY OPENED.

DELIVERY LOCATION: See Project Description.

DELIVERY DATE: See Project Description.

F.O.B. POINT: NOME, ALASKA

IMPORTANT NOTICE: If you received this solicitation from the State's "Online Public Notice" web site, you must register with the Procurement Officer listed on this document to receive subsequent amendments. Failure to contact the Procurement Officer may result in the rejection of your offer.

BIDDER'S NOTICE: By signature on this form, the bidder certifies that:

- (1) **the bidder has a valid Alaska business license** and has written the license number below or has submitted one of the following forms of evidence of an Alaska business license with the bid:
 - a canceled check for the business license fee;
 - a copy of the business license application with a receipt date stamp from the State's business license office;
 - a receipt from the State's business license office for the license fee;
 - a copy of the bidder's valid business license;
 - a sworn notarized affidavit that the bidder has applied and paid for a business license;
- (2) the price(s) submitted was arrived at independently and without collusion and that the bidder is complying with:
 - the laws of the State of Alaska;
 - the applicable portion of the Federal Civil Rights Act of 1964;
 - the Equal Employment Opportunity Act and the regulations issued thereunder by the State and Federal Government; and
 - all terms and conditions set out in this Invitation to Bid (ITB).

If any bidder fails to comply with (1) or (2) of this paragraph, the State may reject the bid, terminate the contract, or consider the contractor in default.

<hr/> Kristie Ely CONTRACTING OFFICER	<hr/> COMPANY SUBMITTING BID	DOES YOUR BUSINESS QUALIFY FOR THE ALASKA BIDDER'S PREFERENCE? [] YES [] NO
TELEPHONE NUMBER 907-465-6178 ph. 907-465-6181 fax Email: kristie.ely@alaska.gov	<hr/> AUTHORIZED SIGNATURE	SEE ITB FOR EXPLANATION OF CRITERIA TO QUALIFY.
	<hr/> PRINTED NAME	
	<hr/> DATE	<hr/> FEDERAL TAX ID NUMBER
	<hr/> ALASKA BUSINESS LICENSE NUMBER	<hr/> TELEPHONE NUMBER

INSTRUCTIONS TO BIDDERS:

1. INVITATION TO BID (ITB) REVIEW: Bidders shall carefully review this ITB for defects and questionable or objectionable material. Bidders' comments concerning defects and questionable or objectionable material in the ITB must be made in writing and received by the purchasing authority at least ten (10) days before the bid opening date. This will allow time for an amendment to be issued if one is required. It will also help prevent the opening of a defective bid, upon which award cannot be made, and the resultant exposure of bidders' prices. Bidders' original comments should be sent to the purchasing authority listed on the front of this ITB.

2. BID FORMS: Bidders shall use this and attached forms in submitting bids. A photocopied bid may be submitted.

3. SUBMITTING BIDS: Envelopes containing bids must be sealed, marked, and addressed as shown in the example below. Do not put the ITB number and opening date on the envelope of a request for bid information. Envelopes with ITB numbers annotated on the outside will not be opened until the scheduled date and time.

<p>Bidder's Return Address</p> <p style="text-align: center;">Alaska Department of Fish and Game Division of Administrative Services Procurement Office PO Box 115526 1255 West 8th St Juneau, AK 99801</p> <p>ITB No.: 230000025</p> <p>Opening Date: 3/22/23</p>

ELECTRONIC BID SUBMISSION: Bids may be emailed to dfg.contracting@alaska.gov, no later than the date and time listed on page one of this ITB as the deadline for receipt of bids, and must contain the ITB number in the subject line of the email. Emailed bids must be submitted as an attachment in PDF format. The entire bid, including all amendments, must be received no later than the deadline for receipt of bids. It is the bidder's responsibility to contact the issuing office at (907)465-6178 to confirm that the entire bid has been received. Failure to follow the above instructions may result in the bid being found non-responsive and rejected.

4. PRICES: The bidder shall state prices in the units of issue on this ITB. Prices quoted for commodities must be in U.S. funds and include applicable federal duty, brokerage fees, packaging, and transportation cost to the FOB point so that upon transfer of title the commodity can be utilized without further cost. Prices quoted for services must be quoted in U.S. funds and include applicable federal duty, brokerage fee, packaging, and transportation cost so that the services can be provided without further cost. Prices quoted in bids must be exclusive of federal, state, and local taxes. If the bidder believes that certain taxes are payable by the State, the bidder may list such taxes separately, directly below the bid price for the affected item. The State is exempt from Federal Excise Tax except the following:

- Coal - Internal Revenue Code of 1986 (IRC), Section 4121 - on the purchase of coal;
- "Gas Guzzler" - IRC, Section 4064 - on the purchase of low m.p.g. automobiles, except that police and other emergency type vehicles are not subject to the tax;
- Air Cargo - IRC, Section 4271 - on the purchase of property transportation services by air;
- Air Passenger - IRC, Section 4261 - on the purchase of passenger transportation services by air carriers.
- Leaking Underground Storage Tank Trust Fund Tax (LUST) - IRC, Section 4081 - on the purchase of Aviation gasoline, Diesel Fuel, Gasoline, and Kerosene.

5. VENDOR TAX ID NUMBER: If goods or services procured through this ITB are of a type that is required to be included on a Miscellaneous Tax Statement, as described in the Internal Revenue Code, a valid tax identification number must be provided to the State of Alaska before payment will be made.

6. FILING A PROTEST: A bidder may protest the award of a contract or the proposed award of a contract for supplies, services, or professional services. The protest must be filed in writing and include the following information: (1) the name, address, and telephone number of the protester; (2) the signature of the protester or the protester's representative; (3) identification of the contracting agency and the solicitation or contract at issue; (4) a detailed statement of the legal and factual grounds of the protest, including copies of relevant documents; and (5) the form of relief requested. Protests will be treated in accordance with Alaska Statutes (AS) 36.30.560-36.30.610.

CONDITIONS:

- 1. AUTHORITY:** This ITB is written in accordance with AS 36.30 and 2 AAC 12.
- 2. COMPLIANCE:** In the performance of a contract that results from this ITB, the contractor must comply with all applicable federal, state, and borough regulations, codes, and laws; be liable for all required insurance, licenses, permits and bonds; and pay all applicable federal, state, and borough taxes.
- 3. SUITABLE MATERIALS, ETC.:** Unless otherwise specified, all materials, supplies or equipment offered by a bidder shall be new, unused, and of the latest edition, version, model or crop and of recent manufacture.
- 4. SPECIFICATIONS:** Unless otherwise specified in the ITB, product brand names or model numbers specified in this ITB are examples of the type and quality of product required, and are not statements of preference. If the specifications describing an item conflict with a brand name or model number describing the item, the specifications govern. Reference to brand name or number does not preclude an offer of a comparable or better product, if full specifications and descriptive literature are provided for the product. Failure to provide such specifications and descriptive literature may be cause for rejection of the offer.
- 5. FIRM OFFER:** For the purpose of award, offers made in accordance with this ITB must be good and firm for a period of ninety (90) days from the date of bid opening.
- 6. EXTENSION OF PRICES:** In case of error in the extension of prices in the bid, the unit prices will govern; in a lot bid, the lot prices will govern.
- 7. BID PREPARATION COSTS:** The State is not liable for any costs incurred by the bidder in bid preparation.
- 8. CONSOLIDATION OF AWARDS:** Due to high administrative costs associated with processing of purchase orders, a single low bid of \$50 or less may, at the discretion of the State, be awarded to the next low bidder receiving other awards for consolidation purposes. This paragraph is not subject to the protest terms enumerated in "INSTRUCTION TO BIDDERS", "FILING A PROTEST" above.
- 9. CONTRACT FUNDING:** Bidders are advised that funds are available for the initial purchase and/or the first term of the contract. Payment and performance obligations for succeeding purchases and/or additional terms of the contract are subject to the availability and appropriation of funds.
- 10. CONFLICT OF INTEREST:** An officer or employee of the State of Alaska may not seek to acquire, be a party to, or possess a financial interest in, this contract if (1) the officer or employee is an employee of the administrative unit that supervises the award of this contract; or (2) the officer or employee has the power to take or withhold official action so as to affect the award or execution of the contract.
- 11. ASSIGNMENT(S):** Assignment of rights, duties, or payments under a contract resulting from this ITB is not permitted unless authorized in writing by the procurement officer of the contracting agency. Bids that are conditioned upon the State's approval of an assignment will be rejected as nonresponsive.
- 12. SUBCONTRACTOR(S):** Within five (5) working days of notice from the state, the apparent low bidder must submit a list of the subcontractors that will be used in the performance of the contract. The list must include the name of each subcontractor and the location of the place of business for each subcontractor and evidence of each subcontractor's valid Alaska business license.
- 13. FORCE MAJEURE (Impossibility to perform):** The parties to a contract resulting from this ITB are not liable for the consequences of any failure to perform, or default in performing, any of its obligations under the contract, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the respective party. For the purposes of this ITB, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.
- 14. LATE BIDS:** Late bids are bids received after the time and date set for receipt of the bids. Late bids will not be accepted.
- 15. CONTRACT EXTENSION:** Unless otherwise provided in this ITB, the State and the successful bidder/contractor agree: (1) that any holding over of the contract excluding any exercised renewal options, will be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect and (2) to provide written notice to the other party of the intent to cancel such month-to-month extension at least thirty (30) days before the desired date of cancellation.
- 16. DEFAULT:** In case of default by the contractor, for any reason whatsoever, the State of Alaska may procure the goods or services from another source and hold the contractor responsible for any resulting excess cost and may seek other remedies under law or equity.
- 17. DISPUTES:** If a contractor has a claim arising in connection with a contract resulting from this ITB that it cannot resolve with the State by mutual agreement, it shall pursue a claim, if at all, in accordance with the provisions of AS 36.30.620 – 632.
- 18. CONSUMER ELECTRICAL PRODUCT:** AS 45.45.910 requires that "...a person may not sell, offer to sell, or otherwise transfer in the course of the person's business a consumer electrical product that is manufactured after August 14, 1990, unless the product is clearly marked as being listed by an approved third party certification program." Electrical consumer products manufactured before August 14, 1990, must either be clearly marked as being third party certified or be marked with a warning label that complies with AS 45.45.910(e). Even exempted electrical products must be marked with the warning label. By signature on this bid the bidder certifies that the product offered is in compliance with the law. A list of approved third party certifiers, warning labels and additional information is available from: Department of Labor and Workforce Development, Labor Standards & Safety Division, Mechanical Inspection Section, P.O. Box 107020, Anchorage, Alaska 99510-7020, (907)269-4925.
- 19. SEVERABILITY:** If any provision of the contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and, the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.

20. GOVERNING LAW; FORUM SELECTION: A contract resulting from this ITB is governed by the laws of the State of Alaska. To the extent not otherwise governed by section 17 of these Standard Terms and Conditions, any claim concerning the contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

PREFERENCES:

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

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

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

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

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

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

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

8. PREFERENCE QUALIFICATION LETTER: Regarding preferences 6 and 7 above, the Division of Vocational Rehabilitation in the Department of Labor and Workforce Development maintains lists of Alaskan; [1] employment programs that qualify for preference, and [2] individuals who qualify for preference as Alaskan's with disabilities. In accordance with AS 36.30.321(i), in order to qualify for one of these preferences, a bidder must add value by actually performing, controlling, managing, and supervising the services provided, or for supplies, a bidder must have sold supplies of the general nature solicited to other state agencies, governments, or the general public.

As evidence of an individual's or a business' right to a certain preference, the Division of Vocational Rehabilitation will issue a certification letter. To take advantage of the preferences 6 or 7 above, an individual or business must be on the appropriate Division of Vocational Rehabilitation list at the time the bid is opened, and must attach a copy of their certification letter to their bid. The bidder's failure to provide this certification letter with their bid will cause the State to disallow the preference.

ORDER DOCUMENTS: Except as specifically allowed under this ITB, an ordering agency will not sign any vendor contract. The State is not bound by a vendor contract signed by a person who is not specifically authorized to sign for the State under this ITB. The State of Alaska Purchase Order, Contract Award and Delivery Order are the only order documents that may be used to place orders against the contract(s) resulting from this ITB.

BILLING INSTRUCTIONS: Invoices must be billed to the ordering agency's address shown on the individual Purchase Order, Contract Award or Delivery Order, not to the Division of General Services. The ordering agency will make payment after it receives the merchandise or service and the invoice. Questions concerning payment must be addressed to the ordering agency.

CONTINUING OBLIGATION OF CONTRACTOR: Notwithstanding the expiration date of a contract resulting from this ITB, the contractor is obligated to fulfill its responsibilities until warranty, guarantee, maintenance and parts availability requirements have completely expired.

ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES: Prior to the award of a contract, a bidder must hold a valid Alaska business license. However, in order to receive the Alaska Bidder Preference and other related preferences, such as the Alaska Veteran and Alaskans with Disabilities Preference, a bidder must hold a valid Alaska business license at the time designated for bid opening. Bidders should contact the Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing, P. O. Box 110806, Juneau, Alaska 99811-0806, for information on these licenses.

Acceptable evidence that the bidder possesses a valid Alaska business license may consist of any one of the following:

- (a) copy of an Alaska business license;
- (b) certification on the bid that the bidder has a valid Alaska business license and has included the license number in the bid (see front page);
- (c) a canceled check for the Alaska business license fee;
- (d) a copy of the Alaska business license application with a receipt stamp from the state's occupational licensing office; or
- (e) a sworn and notarized affidavit that the bidder has applied and paid for the Alaska business license.

You are not required to hold a valid Alaska business license at the time bids are opened if you possess one of the following licenses and are offering services or supplies under that specific line of business:

- fisheries business licenses issued by Alaska Department of Revenue or Alaska Department of Fish and Game,
- liquor licenses issued by Alaska Department of Revenue for alcohol sales only,
- insurance licenses issued by Alaska Department of Commerce, Community and Economic Development, Division of Insurance, or
- Mining licenses issued by Alaska Department of Revenue.

At the time designated for bid opening, all bidders must hold any other necessary applicable professional licenses required by Alaska Statute.

ALASKA BIDDER PREFERENCE: An Alaska Bidder Preference of five percent will be applied prior to evaluation. The preference will be given to a bidder who:

- (1) holds a current Alaska business license at the time designated for bid opening;
- (2) submits a proposal for goods or services under the name appearing on the bidder's current Alaska business license;
- (3) has maintained a place of business within the state staffed by the bidder, or an employee of the bidder, for a period of six months immediately preceding the date of the bid;
- (4) is incorporated or qualified to do business under the laws of the state, is a sole proprietorship and the proprietor is a resident of the state, is a limited liability company (LLC) organized under AS 10.50 and all members are residents of the state, or is a partnership under AS 32.06 or AS 32.11 and all partners are residents of the state; and
- (5) if a joint venture, is composed entirely of ventures that qualify under (1)-(4) of this subsection.

ALASKA BIDDER PREFERENCE AFFIDAVIT:

In order to receive the Alaska Bidder Preference, the bid must also include a statement certifying that the bidder is eligible to receive the Alaska Bidder Preference.

If the bidder is a LLC or partnership as identified in (4) of this subsection, the affidavit must also identify each member or partner and include a statement certifying that all members or partners are residents of the state.

If the bidder is a joint venture which includes a LLC or partnership as identified in (4) of this subsection, the affidavit must also identify each member or partner of each LLC or partnership that is included in the joint venture and include a statement certifying that all of those members or partners are residents of the state.

BIDDERS WITH DISABILITIES: The State of Alaska complies with Title II of the Americans with Disabilities Act of 1990. Individuals with disabilities who may need auxiliary aids, services, and/or special modifications to participate in this procurement should contact the Contracting Officer one of the following numbers no later than 10 days prior to bid opening to make any necessary arrangements.

Telephone: (907) 465-4131

Fax: (907) 465-6181

TDD: (907) 465-3646

COMPLIANCE WITH ADA: By signature of their bid the bidder certifies that they comply with the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government.

Services or activities furnished to the general public on behalf of the state must be fully accessible. This is intended to ensure that agencies are in accordance with 28 CFR Part 35 Section 35.130 and that services, programs or activities furnished to the public through a contract do not subject qualified individuals with a disability to discrimination based on the disability.

PREFERENCE QUALIFICATION: In order to qualify for an Alaska Veterans Preference, Employment Program Preference, or Alaskans with Disabilities Preference, a bidder must add value by actually performing; controlling, managing, and supervising the services provided, or a bidder must have sold supplies of the general nature solicited to other state agencies, governments, or the general public.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

THIRD-PARTY FINANCING AGREEMENTS NOT ALLOWED: Because of the additional administrative and accounting time required of state agencies when third party financing agreements are permitted, they will not be allowed under this contract.

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

ORDER DOCUMENTS: Except as specifically allowed under this ITB, an ordering agency will not sign any vendor contract. The State is not bound by a vendor contract signed by a person who is not specifically authorized to sign for the State under this ITB. The State of Alaska Purchase Order, Contract Award and Delivery Order are the only order documents that may be used to place orders against the contract(s) resulting from this ITB.

CONTINUING OBLIGATION OF CONTRACTOR: Notwithstanding the expiration date of a contract resulting from this ITB, the contractor is obligated to fulfill its responsibilities until any warranty or guarantee requirements have completely expired.

TERMINATION: The Project Director, by written notice and with concurrence of the Contracting Officer, may terminate this contract, in whole or in part, when it is in the best interest of the State. The State is liable only for payment in accordance with the payment provisions of this contract for services rendered before the effective date of termination.

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

RIGHT OF REJECTION: The State reserves the right to reject any bids that do not address all the requirements of this request. In addition, the State may reject all bids at any time if there has been improper or inadequate review, or when it is not in the best interest of the State to select a bid.

INSURANCE REQUIREMENTS: The Contractor shall provide evidence of insurance with a carrier or carriers satisfactory to the Department covering injury to persons and/or property suffered by the State of Alaska or a third party, as a result of operations under this contract by the Contractor or by any subcontractor. This coverage will also provide protection against injuries to all employees of the Contractor and the employees of any subcontractor engaged in work under this contract. The delivery to the Department of a written 30-day notice is required before cancellation of any coverage or reduction in any limits of liability. Insurance carriers providing coverage shall have an acceptable financial rating.

The Contractor shall maintain in force at all times, during the performance of work under this contract, the following policies of insurance. Failure to maintain the specified insurance may, at the option of the contracting Officer, be deemed as unacceptable work and remedied under the Control of Work section. Where specific limits and coverages are shown, it is understood that they shall be the minimum acceptable. The requirements of this subsection shall not limit the Contractor's indemnity responsibility.

1. **Workers' Compensation Insurance:** Contractor shall provide and maintain, for all employees of the Contractor engaged in work under this contract, Workers' Compensation Insurance as required by AS 23.30.045. The Contractor shall be responsible for Workers' Compensation Insurance for any subcontractor who provides services under this contract, to include Employer's Liability Protection in the amount of \$300,000 each accident/\$300,000 each disease.
2. **Longshoreman's and Harbor Worker's Compensation Insurance:** The Contractor shall provide and maintain, for all employees of the Contractor engaged in work under this contract, Longshoremen, and Harbor Worker's Compensation Insurance. The Contractor shall be responsible for Longshoreman's and Harbor Worker's Compensation Insurance for any subcontractor who provides services under this contract.

Coverage required in section 1 and 2 shall be endorsed to include a waiver of subrogation against the State.

3. **Jones Act or Maritime Insurance:** The Contractor shall be responsible for providing \$300,000 of Maritime Insurance (maritime employer's liability and Jones Act) coverage for all crew (topside and over-the-side). The Contractor shall be responsible for Jones Act or Maritime Insurance for any subcontractor who provides services under this contract.

The State of Alaska shall be named as additional insured. This insurance shall be considered to be primary and non-contributory to any other insurance carried by the State through self insurance or otherwise.

4. **Commercial General Liability Insurance:** covering all business premises and operations by the contractor in the performance of services under this agreement with minimum coverage limits of \$300,000.00 combined single limit occurrence.

The State of Alaska shall be named as additional insured. This insurance shall be considered to be primary and non-contributory to any other insurance carried by the State through self insurance or otherwise.

5. **Automobile Liability Insurance:** Covering all vehicles used by the Contractor in the performance of services under this agreement with combined single limits not less than \$300,000 each occurrence.

In addition to providing the above coverage's the Contractor shall, in any contract or agreement with subcontractors performing work, require that all indemnities and waivers of subrogation it obtains, and that any stipulation to be named as an additional insured it obtains, also be extended to waive rights of subrogation against the State of Alaska and to add the State of Alaska as additional named indemnitee and as additional insured.

Evidence of insurance shall be furnished to the Department prior to the award of the contract. Such evidence, executed by the carrier's representative and issued to the Department, shall consist of a certificate of insurance or the policy declaration page with required endorsements attached thereto which denote the type, amount, class of operations covered, effective (and retroactive) dates, and dates of expiration. Acceptance by the Department of deficient evidence does not constitute a waiver of contract requirements.

When a certificate of insurance is furnished, it shall contain the following statement:

"This is to certify that the policies described herein comply with all aspects of the insurance requirements of ITB# 220000021 for Vessel Charter – St. Matthew Island Section (Area 'Q' of the Bering Sea), Alaska, Blue King Crab special project survey."

**NORTON SOUND TRAWL CHARTER- KING CRAB
PROJECT SPECIFIC TERMS AND SCOPE OF DUTIES:**

PURPOSE: Contract for the use of a fully functional trawl vessel, for use by the Alaska Department of Fish and Game (ADF&G) as living quarters and an operations base to assess Norton Sound Section (Area Q) red king crab stock abundance and perform other king crab research. This contract requires a vessel captain and minimum of three (3) additional crew. ADF&G will place up to four (4) department personnel aboard the vessel in Nome to sample trawl catches and collect oceanographic information. The charter is scheduled to last approximately twenty-four (24) days with approximately twelve (12) days of at-sea charter time will be spent in transit to/from the study area and the remaining twelve (12) days of charter service will be devoted to at-sea research.

Experience and licensing requirements for the vessel captain and crew are listed under “vessel crew requirements”.

LENGTH OF CONTRACT: Approximately **twenty-four (24) continuous days**, between **July 15, 2023 and August 15, 2023**. The length of the contract will not exceed twenty-four (24) days. The commencement date of the contract may vary only by mutual agreement between the contractor and ADF&G.

ESTIMATED USE: The charter dates and length of the charter referenced in this ITB are the State’s estimated requirements. The State does not guarantee a minimum or maximum number of charter days. However, for the purpose of bid evaluation the State will assume the use of twenty-four (24) contract days.

LOCATION OF VESSEL OPERATION: The vessel is required to operate in waters of the Norton Sound section in the Northern District of the Bering Sea (Area ‘Q’), Alaska. Scientists will board/deboard the vessel at the Port of Nome.

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

CANCELLATION: The State will have the sole discretion to cancel any contract that results from this ITB after the charter has commenced, if it is determined by the State that there are insufficient funds to cover the State’s costs of the charter.

CAPTAIN AND CREW ABOARD THE VESSEL: This contract requires a vessel captain and a minimum of three (3) crewmembers. Three (3) crewmembers are required due the workday length and night watches. One of the three (3) crewmembers may be for non-fishing activities only, such as night watch and cook duties.

Experience and licensing requirements for the vessel captain and crew are listed under “Vessel Crew Requirements” on a following page.

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 ADF&G Scientific crew leader and the vessel captain will document the time of the last contract activity performed (last trawl retrieved, launched, etc.) and the time the next contractual activity commences. No compensation will be allowed for any activities during this breakdown period. This includes travel time to or from port (if necessary), repair time, re-provisioning, and/or other activities necessary by either the contractor or the State to resume the charter. If the delay is more than 24 hours and State personnel remain on board

the vessel, the State will pay the Contractor \$50.00 per day, for each State employee, as reimbursement for room and board.

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

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

In the event of early termination of the contract, 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 that the vessel is unable to continue normal operations.

CONFIDENTIALITY OF SURVEY DATA: The vessel captain and crew will comply with all State regulations and statutes pertaining to confidentiality of crab stock abundance survey information, in particular, with Alaska Statute 16.05.815 (c), which prohibits copying or distributing to the public any information on crab catch by sampling location prior to the close of the fishing season for which the survey was conducted.

UNUSUAL HOURS: It may be necessary to run the vessel twenty-four (24) hours continuously to travel from one location to another. Furthermore, it may be necessary to fish gear during any period of the 24-hour daily cycle. Workday length and hours will be determined by the ADF&G scientific crew leader in consultation with the vessel captain. The decision will be based on the type of activity expected, prevailing weather conditions, and the Cruise Plan. The length of working days will range from 10-16 hours. A typical workday will last about 12 hours beginning at approximately 08:00 and ending at approximately 22:00 depending on daily work schedule, daylight, and weather. The ADF&G scientific crew leader has the final authority except in matters relating to safety of the vessel and all personnel on board. The workday for the vessel crew may occasionally exceed that of the ADF&G scientific crew since they will normally be required to run to the next survey area or anchorage after completion of the sampling day so that sampling can commence early the next morning.

CAPTAIN AND CREW ABOARD THE VESSEL: This contract requires a vessel captain and three (3) crew members. The experience and licensing requirements for the vessel captain and crew are set out below on page 12-14.

STATE PERSONNEL ABOARD THE VESSEL: During this contract the State will place up to four (4) ADF&G department personnel aboard the vessel.

VESSEL INSPECTION: The vessel will be subject to inspection by ADF&G. The successful bidder must, within ten (10) days of the close of the bid period, submit to the State:

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

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. The vessel owner (or designee) must be present at the time of this inspection.

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

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

By date certain, to be set at the time of vessel inspection, all 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 meet the ITB requirements, the State may terminate the contract.

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

VESSEL REQUIREMENTS:

- A. Length of not less than eighty (80) feet. Length will be determined by measuring the length overall from the foremost part of the hull to the aftermost part of the hull, excluding bowsprits, rudders, accessory brackets and similar fittings and attachments.
- B. Vessel main engine(s) must be diesel powered and a minimum total of 650 horsepower, and a maximum of 1000 horsepower. Bids offering gasoline-powered engines will be rejected as non-responsive.
- C. Minimum cruising speed in calm seas must be 8 knots; cruising speed in excess of 8 knots highly preferred.
- D. Minimum twelve (12) square feet of flat, clear, interior workspace for daily data entry work by ADF&G personnel. Galley table is acceptable. One 110-volt AC outlet must be available near this area.
- E. Minimum six (6) square feet of flat, clear, interior workspace, either shelf or table other than galley table, for semi-permanent installation of a laptop computer. One 110-volt AC outlet must be available near this area.
- F. Minimum four hundred (400) square feet of flat, clear, exterior deck workspace for ADF&G personnel, including space for one 3 x 5 ft sampling table. This space will not include the catch holding bin(s) on board the vessel. Vessels with shelter decks are highly preferred. The work area should allow the sampling table to be positioned so that all four sides of the table can be used to conduct work, and ADF&G personnel have easy access to the rail or scuppers to discard catch. On-deck work area(s) should be clear of running gear, equipment, vertical obstructions (e.g., hatch combings) and stowage.
- G. Davit/winch capable of raising and lowering a ~30 lb (in air) conductivity temperature and depth (CTD) profiler throughout the water column.
- H. Seawater deck hose for cleaning sorting table and sampling gear. On/off switch should be readily available from the working deck.
- I. Crane capable of lifting a minimum of 3 t for handling catches and sampling gear. Crane system must be capable of vertically raising and lowering a trawl cod end along the centerline of working deck and dumping the catch into the catch holding bin on deck.

- J. Clean and sanitary accommodations for crew and scientific field party (up to four (4) ADF&G personnel), which may include both male and female scientists. Bunk areas shall contain at least one drawer or closet per occupant for storage of clothing and personal gear. Sleeping spaces must not be in common use areas.
- K. A minimum of one (1) clean and sanitary toilet and shower accessible to ADF&G personnel.
- L. Dry storage area of at least 100 cubic feet for holding scientific supplies, may be a dry tote on deck.
- M. Stove, oven, sink, galley table, and all materials and equipment necessary for daily meal preparation, cooking, and clean up.
- N. Refrigerated storage space sufficient to maintain food for all onboard personnel for twelve (12) continuous days of vessel operation.
- O. Freezer storage space sufficient to maintain frozen food for all onboard personnel for twelve (12) continuous days of vessel operation.
- P. Potable fresh water supply adequate for vessel and personal use (including showers and laundry) for 12 days.
- Q. Clean mattresses with clean fitted covers will be supplied to the scientific field party. Workspaces, berthing, and galley spaces shall be adequately ventilated and free from tobacco smoke, excessive engine noise, and hydrocarbon fumes.
- R. To reduce marine debris pollution, the captain shall comply with waste management regulations as described in Section V of MARPOL. The vessel shall be required to have a storage facility, with or without a trash compactor, to retain all refuse (except food and paper materials) or a means to incinerate this refuse so that it is not disposed of at sea.

NAVIGATION, STEERAGE, and COMMUNICATIONS EQUIPMENT:

- (1) Two (2) fully functional radar systems, with a minimum range of 60 miles, in good operating condition.
- (2) Fully functional automatic pilot system, an automatic readout GPS, and a fathometer (with a minimum 150-fathom range; Color scope unit operating in the 38-50 kHz range plus a backup unit), all in good operating condition. Backup systems for each are highly desirable.
- (3) Two (2) each of single side-band and VHF radio transmitter(s) and receiver(s) fully functional and in good operating condition equipped with standard marine frequencies for the area in which operations will be conducted, including VHF channels 6 and 16. Single side-band radio transceiver with, at minimum, SSB frequencies of 4125, 5195 and 3230 (for receiving) and 4125, 5195 and 3230 (for transmitting) to allow direct communication with marine operator (KMI). Backup communications system is highly desirable.
- (4) Vessel must be equipped with INMARSAT Standard C satellite communication or equivalent, Telex, or satellite telephone. Vessels with functional electronic mail system (email) available for ADF&G personnel use for business are also highly preferred.
- (5) Minimum of two anchors with ground tackle of the size and type required for the size and type of vessel chartered.

VESSEL SAFETY EQUIPMENT:

- (1) USCG approved first-aid kit.
- (2) USCG approved vessel EPIRB.
- (3) USCG approved fire-fighting equipment of the size, type and quantity required for the size and type vessel chartered.
- (4) USCG approved life raft(s). The rated capacity of the raft(s) must be adequate to accommodate all 8 personnel aboard the vessel, including the vessel captain and 3 crewmembers, and four (4) ADF&G crew.

- (5) USCG approved survival suits of appropriate fittings are required for all personnel aboard the vessel including the vessel captain and crew and the ADF&G crew. The State will supply survival suits for the ADF&G crew.
- (6) An emergency source of electrical power, independent of the main source of power.
- (7) Stability letter or evidence that vessel stability has been evaluated by a qualified, certified individual, such as a licensed naval architect/marine engineer.
- (8) Certificate of inspection (vessel safety examination decal or USCG letter of inspection).

FISHING EQUIPMENT:

- (1) Trawl winches, cables, and associated onboard fishing gear to properly fish and maintain a 400 Eastern otter trawl. Winch cables must be a minimum of 9/16 inches in diameter.
- (2) One catch sorting table, minimum 4 feet by 5 feet in dimension, preferred.
- (3) Ability to tow hydrophone 'fish' for use with trawl sensor gear.

VESSEL CREW REQUIREMENTS:

- A. Crew to consist of a USCG licensed captain with at least three (3) years of bottom trawl net fishing experience in Alaskan waters, and three (3) experienced fishermen.
- B. One of the fishermen must be an engineer with five (5) years of experience aboard fishing vessels and fully knowledgeable of the chartered vessel and equipment.
- C. The vessel crew will be expected to perform cooking and cleaning duties in addition to operating the vessel and fishing the gear as prescribed by the ADF&G crew leader.
- D. At least one crew member with formal survival and firefighting training equivalent to that offered by the North Pacific Fishing Vessel Owner's Association, and a crewmember with certified first aid or EMT (emergency medical technician) and CPR training and AED use is desirable.
- E. The captain must have at least one (1) year experience as a captain, in the type and size vessel specified for this contract, and documentation of prior experience conducting marine research or provide evidence that they understand basic vessel requirements for oceanographic research surveys.
- F. The vessel crew will be expected to fish the trawl gear. The ADF&G crew will handle sampling of catches once the catch is brought aboard the vessel.
- G. The lead-fisher shall have a minimum of three (3) years of experience in trawl fishing and demonstrated experience in building, rigging, repairing, and operating trawls. He/she must possess demonstrated competence for repairing damaged trawls to their original specifications.
- H. The State will have the right to require replacement of any vessel crewmember. If the vessel operates short-handed due to replacement or illness of a vessel crew member for a period exceeding 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.
- I. The contractor will be responsible for payment of wages, direct cost of employment and will be responsible for all vessel crewmembers. The State will be responsible for payment of daily charter rates only and will not reimburse the contractor for vessel crew wages.

- J. The captain will be required to complete proper fishing forms for each day of fishing, including recording weather conditions and fishing location data. The captain and vessel crew will be required to locate scheduled fishing areas.
- K. There shall be no alcohol or controlled substances aboard the vessel during the charter period.

PERFORMANCE REQUIREMENTS OF THE VESSEL CAPTAIN & 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 fishing gear, and the general activities and safety of the vessel crew and ADF&G personnel.
- B. The vessel captain will obey all USCG, State and other applicable regulations, rules, and statutes pertaining to the safe and legal operation of the vessel.
- C. The vessel captain will comply with all directives given by the ADF&G crew leader regarding research activities, provided that those directives do not directly or indirectly endanger the vessel, the captain or crew or the ADF&G personnel.
- D. The captain must provide a safety orientation briefing to all vessel and ADF&G crew prior to the commencement of the at-sea research. Both the vessel crew and ADF&G personnel 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, and location and operation of the ship's EPIRB.
 - (2) Operation of assigned equipment.
 - (3) Instructions for making a distress call.
 - (4) What to do in the event of a person overboard.
 - (5) What to do in the event of a fire.
 - (6) What to do in the event of flooding.
 - (7) What to do if an 'abandon ship' order is issued.

PERFORMANCE REQUIREMENTS OF THE VESSEL CREW MEMBERS: 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 compiling and analyzing the data collected.
- C. Communications base for dispersing and receiving information.
- D. Basic living accommodations for four (4) 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. Maintenance and/or repair of survey trawl equipment.

- H. General assistance to ADF&G personnel in the performance of their work as requested by the ADF&G crew leader. The vessel crew will be expected to handle catches as prescribed by the ADF&G crew leader and will be expected to fish the gear.
- I. At the end of the charter the Contractor is responsible for thoroughly cleaning, washing, and baling all nets. This includes removal of all fish, crabs, seaweed, etc. and towing the net behind the vessel until it is free of any biological material. Net(s) will be neatly stacked and baled securely with rope.
- J. All fish and shellfish taken in the trawl remain the property of the State. The ADF&G scientific crew leader is responsible for their disposition. Federal policy and regulations regarding scientific sampling in federal waters specifically prohibits retaining any portion of the catch for commercial purposes unless specifically authorized by the contract or retaining specimens from survey catches for personal use and consumption.

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

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

A. Fuel, lubricants, oils, greases and filters

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

B. Food

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

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

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

MISCELLANEOUS PROVISIONS:

- A. The State will supply trawl nets, dandilines, trawl doors, and all necessary materials to maintain and repair trawl nets.
- B. 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.

Department Contacts:

For bid, contract, procedural questions, vessel and charter work related questions, please contact:

Kristie Ely at 907-465-6178 or kristie.ely@alaska.gov

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., bottom trawler): _____

YEAR BUILT: _____ REGISTRY NUMBER: _____

CALL NUMBER(S) AND FREQUENCY: _____

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

VESSEL WEIGHT (Gross tonnage): _____

DIESEL POWERED MAIN ENGINE(S): [] YES [] NO

MAIN ENGINE: TYPE(S) _____ HORSEPOWER _____

(list each main and TOTAL horsepower) _____ HORSEPOWER _____

TOTAL 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 Fishing Vessel Safety Examination" letter with your bid.

DATE/LOCATION OF LAST MARINE SURVEY: _____

DATE/LOCATION OF LAST VESSEL STABILITY TEST: _____

LOCATION OF VESSEL FOR INSPECTION: _____

- Bidders must provide life rafts to accommodate all the people aboard the vessel. Indicate the brand, capacity and USCG approval number for the life rafts to be carried aboard the vessel.

- Bidders must provide enough survival suits for all the people that will be aboard the vessel. Indicate the brand and model of survival suits carried aboard the vessel.

IS ALL OF THE EQUIPMENT CALLED FOR IN THIS ITB INSTALLED AND FUNCTIONAL ON THE DATE OF THE BID OPENING? ☐ YES ☐ NO

[illegible]

BIDDER'S NOTE: All of the equipment called for in this ITB must be installed and functional at the time of the vessel inspection.

CREW REQUIREMENTS: At a minimum, the vessel crew will consist of a captain and three (3) crewmembers. The contractor will be responsible for payment of wages, direct cost of employment and fringe benefits, if any, to the vessel crewmembers. The State will be responsible for payment of the daily charter rate only and will not reimburse the contractor for crew wages in addition to the charter rate.

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

USCG LICENSE: USCG LICENSE REQUIREMENT: By checking the box below, the bidder certifies that they will have an appropriately USCG Captain licensed crewmember aboard the passenger vessel during the contracted charter OR obtain a Letter of Designation by the USCG as an Oceanographic Research Vessel (ORV) for this contract:

☐ Yes

☐ No

The Sector Juneau office can be contacted at sectorjuneauinspections@uscg.mil or (907) 463-2477 for the ORV letter.

Failure to certify the above requirement will cause the State to deem your bid as non-responsive. A copy of the individual's license or the ORV letter needs to be provided with your bid or by March 21, 2023, if not currently available. A Vendor must notify ADF&G if they will provide procurement with a USCG license or an ORV letter no later than June 1, 2023. If ADF&G does not receive a copy of the USCG license or ORV letter by June 1, 2023, your award will be terminated and the next lowest bidder will be awarded the charter.

If, during the term of the contract, a different person is retained as the USCG Captain licensed crewmember, a photocopy of that person's license must be submitted to the State's Contracting Officer prior to the time that the person begins working on the vessel. The Contracting Officer must accept and authorize the change of USCG licensed crewmembers. 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:

VESSEL 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

CAPTAIN EXPERIENCE REQUIREMENTS: The vessel captain must have a minimum of five (5) year's experience in commercial bottom trawl fishing in Alaskan waters. The captain must also have a minimum of one (1) year experience, as a captain, in the type and size vessel specified for this contract. Specify the vessel captain's experience below:

- Captain's experience, as a captain, operating in Alaskan waters: _____ years.
- Captain's experience, as a captain, operating in Bering Sea waters: _____ years.
- Captain's experience, as a captain, in various size, type/class vessels:

a) Size type/class of vessel: _____.

Number of year's experience _____

b) Size type/class of vessel: _____.

Number of year's experience _____

c) Size type/class of vessel: _____.

Number of year's experience _____

d) Size type/class of vessel: _____.

Number of year's experience _____

CREW EXPERIENCE REQUIREMENTS:

ENGINEER: One of the crew must be an engineer. The engineer must have a minimum of five (5) year's experience as an engineer in the type and size vessel specified for this contract. In the space provided, print the name of the person who will serve as engineer of the vessel:

The engineer 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.

Specify engineer's experience, as an engineer, in various sizes, type/class vessels below:

a) Size type/class of vessel: _____.

Number of year's experience _____

b) Size type/class of vessel: _____.

Number of year's experience _____

c) Size type/class of vessel: _____.

Number of year's experience _____

d) Size type/class of vessel: _____.

Number of year's experience _____

REMAINING CREWMEMBERS: The remaining crewmembers must have a minimum of one (1) year's experience fishing at sea. Specify each crewmember's experience below:

First crewmember: Name _____ and _____ year's experience fishing at sea.

Second crewmember: Name _____ and _____ year's experience fishing at sea.

Third crewmember: Name _____ and _____ year's experience fishing at sea.

**Invitation to Bid #230000025
Bid Schedule**

Item	Quantity	Unit	Description	Price	Extended
1	23	Days	Contract Rate Per Day		

Total Bid Price _____

ORDERING ADDRESS:

Contact: _____

Phone: _____

Toll Free: _____

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

Department Contacts:

For bid, contract, procedural questions, vessel and charter work related questions, please contact:

Kristie Ely at 907-465-6178 or kristie.ely@alaska.gov