

STATE OF ALASKA

INVITATION TO BID (ITB)



SURVEY/RESEARCH/DIVE VESSEL

ITB 240000012

NOVEMBER 2, 2023

THE DEPARTMENT OF FISH AND GAME, DIVISION OF COMMERCIAL FISHERIES, IS SOLICITING BIDS FOR A 26 FOOT OUTBOARD POWERED, WELDED ALUMINUM, SURVEY/RESEARCH/DIVE VESSEL.

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

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

- (1) the bidder has a valid Alaska business license or will obtain one prior to award of any contract resulting from this ITB. If the bidder possesses a valid Alaska business license, the license number must be written below or one the following forms of evidence submitted with the bid:
 - a canceled check for the business license fee;
 - a copy of the business license application with a receipt date stamp from the State's business license office;
 - a receipt from the State's business license office for the license fee;
 - a copy of the bidder's valid business license;
 - a sworn notarized affidavit that the bidder has applied and paid for a business license;
- (2) the price(s) submitted was arrived at independently and without collusion, under penalty of perjury, and that the bidder is complying with:
 - the laws of the State of Alaska;
 - the applicable portion of the Federal Civil Rights Act of 1964;
 - the Equal Employment Opportunity Act and the regulations issued thereunder by the state and federal government;
 - the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the state and federal government;
 - the bid will remain open and valid for at least 90 days;
 - all terms and conditions set out in this Invitation to Bid (ITB).

If a bidder does not hold an Alaska Business License (1) at the time designated in the ITB for opening the state will disallow the Alaska Bidder Preference. Bids must also be submitted under the name as appearing on the bidder's current Alaska business license in order to receive the Alaska Bidder Preference. If a bidder fails to comply with (2) of this paragraph, the state may reject the bid, terminate the contract, or consider the contractor in default.

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

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SECTION 1. INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE ITB

The Department of **FISH AND GAME**, Division of **COMMERCIAL FISHERIES**, is soliciting bids for **A NEW 26 FOOT OUTBOARD POWERED, WELDED ALUMINUM SURVEY/RESEARCH/DIVE VESSEL**.

SEC. 1.02 DEADLINE FOR RECEIPT OF BIDS

Bids must be received no later than **2pm** Alaska Time on **November 24th, 2023**, 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 10 years of experience building boats in the past 15 years.**

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 240000013- Survey/Research/Dive Vessel

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 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: 240000013

ITB Title: Survey/Research/Dive Vessel

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

PO Box 115526

Juneau, AK 99811-5526

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

1255 W. 8th St

Procurement Section

Juneau, AK 99801

If faxing, please use the below number:

907-465-6181

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

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

Oral proposals will not be accepted.

SEC. 1.08 BID FORMS

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

BIDDER'S CERTIFICATION

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

- A. the laws of the State of Alaska;
- B. the applicable portion of the Federal Civil Rights Act of 1964;
- C. the Equal Employment Opportunity Act and the regulations issued thereunder by the state and federal government;
- D. the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the state and federal government;

- E. all terms and conditions set out in this ITB;
- F. the price(s) submitted was arrived at independently arrived and without collusion, under penalty of perjury; and
- G. that the bid will remain open and valid for at least 90 days.

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

CONFLICT OF INTEREST

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

SEC. 1.09 PRICES

The bidder shall state prices in the units of issue on this ITB. Prices quoted in bids must be exclusive of federal, state, and local taxes. If the bidder believes that certain taxes are payable by the state, the bidder may list such taxes separately, directly below the bid price for the affected item.

SEC. 1.10 PRE-BID CONFERENCE

Removed.

SEC. 1.11 ASSISTANCE TO BIDDERS WITH A DISABILITY

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

SEC. 1.12 AMENDMENTS TO BIDS

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

SEC. 1.13 AMENDMENTS TO THE ITB

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

SEC. 1.14 ITB SCHEDULE

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

ACTIVITY	TIME	DATE
Issue Date / ITB Released		11/02/2023
Deadline for Receipt of Bids / Bid Due Date	2pm	11/24/2023

Bid Evaluations Complete		11/27/2023
Notice of Intent to Award		11/27/2023
Contract Issued		12/07/2023

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 from the date of award, approximately 12/07/2023 date, until delivery is completed.

SEC. 2.02 CONTRACT ADMINISTRATION

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

SEC. 2.03 CONTRACT FUNDING

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

SEC. 2.04 CONTRACT EXTENSION

Removed.

SEC. 2.05 CONTRACT CHANGES – UNANTICIPATED AMENDMENTS

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

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

SEC. 2.06 SUBCONTRACTORS

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

Subcontractor experience **SHALL NOT** be considered in determining whether the bidder meets the requirements set forth in **SEC. 1.03 PRIOR EXPERIENCE**.

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

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

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

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

SEC. 2.07 JOINT VENTURES

Joint ventures will not be allowed.

SEC. 2.08 CONTRACT PERFORMANCE LOCATION

The location(s) the work is to be performed, completed and managed is the vendor's place of business.

The state will not provide workspace for the contractor.

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

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

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

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

SEC. 2.09 RIGHT TO INSPECT PLACE OF BUSINESS

Removed.

SEC. 2.10 SCOPE OF WORK AND SPECIFICATIONS

TECHNICAL SPECIFICATIONS:

The following technical specifications identify the State of Alaska, Department of Fish and Game, Division of Commercial Fisheries, (the State's) requirements for a new 26-foot outboard powered welded aluminum survey/research/dive vessel. The vessel will be used to monitor commercial drift gillnet and seine fisheries, herring sac roe and spawn on kelp fisheries, dive fisheries, which include urchins, sea cucumbers and geoducks, and pot shrimp fisheries in management Districts 1-4 as well as conducting herring spawn dive deposition surveys, miscellaneous shellfish SCUBA dives, and proficiency dives. This includes, at times, very rough seas in [Dixon Entrance](#) for the management of the Northern Boundary drift gillnet fishery or crossing [Clarence Strait](#) for the management of the purse seine, pot shrimp, and dive fisheries.

PERFORMANCE REQUIREMENTS:

The Contractor shall deliver a vessel that meets the following performance requirements:

The boat shall be equipped with a forward cabin providing reasonable accommodation for up to 5 people and gear storage. The aft deck will provide a minimum of 98 inches (length) of clear usable space.

The vessel and its components shall be suitable for operation in Southeast Alaska in all seasons. The vessel must successfully operate in the following environmental conditions: Ambient air temperatures: 80 deg F to 0 deg F, water temperatures between 30 deg F and 65 deg F., wind speeds between 0 and 40 knots, and wave heights between 0 and 10 feet.

The boat shall be constructed of highly durable marine grade materials, suitable for extended field operations by State management staff in Southeast Alaska waters. All components provided by the contractor shall be new.

The delivered boat will comply with all United States Coast Guard (USCG) requirements.

The vessel shall be able to maintain a speed of 25 knots while carrying a combined weight including passengers and cargo of 1,000 pounds in moderate seas.

VESSEL AND CABIN ARRANGEMENT:

- The vessel shall be monohulled with a fully enclosed cabin located forward on the vessel.

HULL:

- **Length Overall.** Hull length overall (measured from end of transom to bow) shall be 26 feet, not including the extended transom engine bracket/swimstep.
- **Beam Overall.** Overall beam of the vessel shall be not less than 102 inches.
- **Side Height.** The side height shall be at least 36 inches.
- **Aluminum.** Hull plate and chines shall be at a minimum 1/4" and a minimum of 5000 series aluminum, sides shall be at a minimum 3/16" 5000 series aluminum or better, transom shall be at a minimum 1/4" 5000 series aluminum or better. Deck plate shall be a minimum of 1/8" diamond plated aluminum.
- **Hull design** will be modified V. The vessel will be designed with a self-bailing deck. Towing eyes of sufficient strength welded to stem.
- Continuous welds shall be utilized on all hull chines.
- **Watertight Voids.** The hull shall be separated into watertight compartments, so that if any one compartment is flooded, the vessel, loaded with engines and gear, will remain floating upright. The minimum number of compartments shall be appropriate for the vessel size and determined by the manufacturer, bulkhead material shall be appropriately sized for structural stability and a saltwater marine environment, aluminum watertight hatch covers shall be provided for each compartment to provide access to each void for the purpose of visual inspection and pumping.
- **Freeing ports/Scuppers.** The vessel shall be provided with adequate scuppers located on the bow, sides and aft end of the vessel, in order to rapidly clear water off of the self-bailing main deck.
- **Engine Mounting.** Engine shall be mounted on an offshore bracket/swim step mount. Engine mounting shall be provided with suitable mounting surface for two Yamaha four-stroke outboards with appropriate shaft length. A welded bracket for a Yamaha 20 horsepower kicker shall be provided on one side of the stern, positioned so motor will be clear of trim tabs when in the down position. All mounting surfaces and/or mounting brackets shall be specially re-enforced to handle engine loads and forces. **Bids offering internal motor well or direct to transom mount engines will be rejected as nonresponsive.**
- **Transducer Brackets.** Two brackets on the back of the hull transom, one on each side of offshore bracket.

- Flush welded watertight access hatches to all void spaces under deck.
- **Swim Step.** Hull shall be provided with a full width swim step with diamond plating or non-skid coating, outboard on the transom with a swinging door for easy access to the back deck and swim step.
- **Cleats.** A minimum of six (6) 8-inch mooring cleats (3 port and 3 starboard) shall be installed.
- **Anchor.** Self-draining electric anchor/chain line storage compartment in bow with watertight flush hatch. Fairleads at either side of bow for anchor line possibly integrated with bow handrails. When deployed, anchor line may run through one of the fairleads and be secured to a forward bow cleat.
- **Zincs.** Suitable number and size of bolt-on hull zincs shall be installed to prevent corrosion.
- **Paint.** Apply aluminum compatible anti-fouling bottom paint.
- Fully welded dual rub rails on each side of hull.

CABIN:

- Welded aluminum cabin, not to be less than 80 inches wide and 90 inches long, minimum 75 inch inside height at center. All welds must be watertight.
- Cabin will be positioned forward with forward canted windows.
- Cabin roof will be equipped with full-length pipe handrails, no less than 1" outside diameter, port and starboard. Exterior bow will also be equipped with no less than 1" rails that are no higher than 3" and stop before the anchor winch on the bow. Two additional full-length handrails inside cabin mounted overhead. Vertical handrail mounted next to door on inside back wall of cabin. Vertical handrails running from gunnel to roof will be mounted or integrated onto the aft starboard and port outside corners of the cabin. Cabin roof will also be outfitted with proper drain holes.
- No less than 10-inch wide walk-around gunnels outside cabin painted with non-skid epoxy coating. One small step on each side behind cabin for access to gunnel from back deck.
- Helm will be installed on starboard/forward side of cabin. Helm and controls will be positioned so boat can be comfortably operated while sitting or standing.
- Cabin material shall be at least 1/8" 5000 series aluminum. Inside surfaces should be covered with the appropriate marine grade insulation on most interior cabin surfaces exposed to outside weather as required to reduce "sweating".
- Three forward facing windows (aluminum framed), 1 or 2 windows on each side with the forward window sliding, 1 or 2 fixed rear wall windows (one on port and one on starboard).
- Hinged, outward opening cabin door. Door shall include a fixed window, door handle, and door lock.
- All fixed and sliding windows to be aluminum framed. Manufactured by Diamond Seaglaze or equivalent.
- Seating in the cabin shall include two air cushioned seats positioned on starboard side (captains chair) and port side facing forward. The passenger side shall be equipped with an upholstered bench seat aft, able to seat two, with fixed dinette table with lip around perimeter of table except at corners. Forward captains' seats shall be mounted on raised pedestal so operator and passenger can sit comfortably while piloting and be at the same height as when standing. The starboard side should be equipped with a bench seat, able to sit one with a hinged or removable cushion providing

storage underneath, directly behind the captain's chair and a galley counter with cabinets underneath and a small cooktop and sink directly behind the bench seat. Footrests will be mounted on bulkhead in front of front seats so operator and passenger can sit comfortably. All seats should be cushioned and fully upholstered. Drink holders shall be placed where appropriate throughout the cabin for convenience when seated.

- V-berth able to sleep 2 with bulkhead separating from cabin.
- Interior of Cabin should be painted with interior paint - Zolotone or equivalent.
- Passenger side glove box type compartment built into dash and additional storage cabinets where appropriate.
- Diesel forced air cabin heater of appropriate size for the cabin with a minimum of two pivoting louvres located below forward facing port and starboard windows. Additional louvres down low and aft in the cabin as necessary.
- Cabin roof overhang approximately 36 inches or less to cover a portion of the back deck and back deck steering station.
- Radar Arch/Tower on cabin roof located forward spanning most of the width of the cabin with weatherproof port for electronics cables, Starlink cable, and the ability to easily strap an 8' ft inflatable dinghy.

DECK:

- The aft deck will provide a minimum of 98 inches (length) of clear usable space.
 - Deck shall be self-bailing (located above waterline with normal working loads), connected watertight to hull, and flush from cabin to transom.
 - Self-bailing scuppers or pipe drains shall be provided. See "Freeing Ports/Scuppers" in Hull Section.
 - Deck shall be painted with epoxy non-skid coating or anti-skid mesh diamond plated.
 - Aluminum or stainless-steel anchor roller guide with plastic roller.
 - Self-bailing bow anchor well.
 - Stand up head with exterior entrance located on port side. Equipped with an electric flushing toilet, a light, and a drain hole inside head.
 - Aft swinging door on transom offset to one side of vessel for access from deck to swim step.

MECHANICAL:

- Operator control station will be located in forward, starboard side of cabin. Engine controls shall be mounted on an angled or horizontal surface, not vertical surface, with adequate space between steering wheel and throttle controls.
- Second steering station will be located aft of the cabin on the starboard side of the vessel. Including, digital controls for full control of the boat on deck.
- Welded aluminum or stainless-steel fuel tank(s) (1/8" 5000 aluminum or better), located below deck, minimum of 150 gallons total capacity, with baffles, vent hose located at the high point of tank, fuel sender and console-mounted gauges. Fuel fill up located in an easily accessible location.

- Separate welded aluminum fuel tank to supply diesel to cabin heater with appropriate hose connections easily accessible for refueling.
- USGS approved fuel lines and dual selectable water/fuel separator filters (if two fuel tanks).
- Minimum of two (2) 2,000 GPH minimum bilge pumps, with auto switches in below deck storage area, and manual switches on console switch panel.
- An electric pot puller of sufficient capacity that can be easily removed and stored when not in use.

ELECTRICAL:

- USCG approved LED navigation and anchor lights.
- USCG approved horn.
- Washdown pump – for saltwater washdown.
- Electric anchor winch.
- Instrument panel shall include:
 - Minimum of ten, water-resistant rocker style fuse protected switches located at helm for control of electrical accessories. Switches will be mounted on a hinged panel for easy access.
- All wiring and electronics cables positioned for easy access in case of maintenance, repair, or replacement.
- Gauges for two Yamaha outboards will include tachometer; oil pressure; engine temperature; fuel flow meter, and any other applicable measurements.
- Fuel gauge (s).
- Twelve gang expansion fuse block.
- Multifunction electronic navigation package that includes radar, chart plotter, and depth finder that is NMEA 2000 compatible and has an approximate screen size of no less than 10". Including all antennas and cords for immediate use. (Garmin preferred)
- VHF radio and antenna.
- Trim tabs appropriately sized for the vessel with control switch(s) at helm.
- Forward windows equipped with 12V heavy duty variable speed pantograph equipped windshield wipers on all forward-facing windows. The wipers will be individually switched with the captains side able to control all. Wiper motors should be in an easily accessible location for easy replacement or repair. If outside the cabin should be in an appropriate watertight box.
- A minimum of one 12V deep cycle marine battery and two 12v cranking battery with suitable non-metallic boxes, and high-quality battery selection switches and two bank battery chargers. Batteries shall be installed in an adequately ventilated space to prevent the buildup of gas and be adequate for the power needs of the vessel including a Starlink wifi dish.
- Two 12v outlets and an inverter for multiple 110 inverted outlet receptacles.
- Two (2) 12VDC de-fogging fans, to be installed for port and starboard windshields.
- A minimum of two (2) interior lights shall be installed in the cabin, a minimum of one in the V-berth, and one in the head.
- One LED deck light.

- One forward facing LED light for operating in the dark.
- Shore power hook up and cord included

PROPULSION

- Twin (2) Yamaha four stroke outboards (200hp ea. minimum) or appropriately sized to meet minimum performance requirements.
- Rigging package to include digital gauges, electronic control, harnesses, cables, and key switches.
- Complete hydraulic steering package including dual helm, dual steering ram, steering wheel, and all hoses and hardware.
- Stainless steel propellers of appropriate size and pitch for maximum fuel efficiency and performance.

SEA TRIALS:

Bidder will be required to provide a sea trial prior to the States acceptance of the vessel.

BOAT WARRENTY:

Bidders guarantee a warranty of two years against defects in materials and workmanship of provided vessel.

MISCELLANEOUS:

- The contractor shall provide guarantees for the workmanship, USCG compliance, interface of hardware capabilities, all equipment booklets, and operators' handbook.
- Any equipment or procedures of a critical nature shall be placarded in a very visible manner.
- All breakers and switches/valves shall be labeled.

BOAT TRAILER:

- The contractor shall provide a galvanized steel or aluminum boat trailer fitted with disc brakes (EZ Loader or equivalent). The trailer shall be set up and properly fitted to boat hull. The trailer shall have a minimum of two axles, or a heavy-duty single axle for improved turning radius, be correctly sized for the combined vessel, 1,500 lbs of gear and fuel and trailer weight. The trailer will have a hand winch and suitable tie downs for securing the vessel. All boat trailer configurations are acceptable that meet the above outlined requirements. If the bidder can offer bunks in addition to the above configuration that would be more suitable to the State, however, that will not be considered in the evaluation and award process.

SEC. 2.11 F.O.B. POINT

Vessel will be shipped to Ketchikan, Alaska upon completion of all necessary testing and review by the State. Bids will include shipping in the bid price. There will be no additional charge for shipping and delivery outside of the Bidders submitted cost.

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

Indicate, in the space provided on the Bid Schedule, the time required to make delivery after the receipt of an order. Failure to make an entry in the space provided will be construed as an offer to deliver within **6 months** after the receipt of an order.

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. Per Sec. 2.10- Sea Trails- the State will require the vessel to pass a sea trial prior to the States acceptance of the vessel.

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

Removed.

SEC. 2.17 CONTRACT PRICE ADJUSTMENTS

Removed.

SEC. 2.18 INFORMAL DEBRIEFING

Removed.

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

The contractor must provide status reports throughout the build to the State. The frequency will be determined with the awarded bidder.

SECTION 3. CONTRACT INVOICING AND PAYMENTS

SEC. 3.01 BILLING INSTRUCTIONS

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

- 1. Contract Award Number.**
- 2. Itemized list of items**

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

SEC. 3.02 PAYMENT FOR STATE PURCHASES

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

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

SEC. 3.03 PROMPT PAYMENT FOR STATE PURCHASES

Removed.

SEC. 3.04 THIRD-PARTY FINANCING AGREEMENTS NOT ALLOWED

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

SECTION 4. EVALUATION AND CONTRACTOR SELECTION

SEC. 4.01 EVALUATION OF BIDS

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

SEC. 4.02 APPLICATION OF PREFERENCES

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

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

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

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

SEC. 4.03 ALASKA BIDDER PREFERENCE

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

- 1) holds a current Alaska business license prior to the deadline for receipt of bids;
- 2) submits a bid for goods or services under the name appearing on the bidder's current Alaska business license;
- 3) has maintained a place of business within the state staffed by the bidder, or an employee of the bidder, for a period of six months immediately preceding the date of the bid;
- 4) is incorporated or qualified to do business under the laws of the state, is a sole proprietorship and the proprietor is a resident of the state, is a limited liability company (LLC) organized under AS 10.50 and all members are residents of the state, or is a partnership under AS 32.06 or AS 32.11 and all partners are residents of the state; and

- 5) if a joint venture, is composed entirely of ventures that qualify under (1)-(4) of this subsection.

Alaska Bidder Preference Certification Form

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

SEC. 4.04 ALASKA VETERAN PREFERENCE

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

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

In accordance with AS 36.30.321(i), the bidder must also add value by actually performing, controlling, managing, and supervising the services provided, or for supplies, the bidder must have sold supplies of the general nature solicited to other state agencies, other government, or the general public.

Alaska Veteran Preference Certification

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

SEC. 4.05 USE OF LOCAL FOREST PRODUCTS

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

SEC. 4.06 LOCAL AGRICULTURAL AND FISHERIES PRODUCT PREFERENCE

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

SEC. 4.07 ALASKA PRODUCT PREFERENCE

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

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

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

Products are classified in one of three categories:

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

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

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

Brand Offered

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

Brand of Product Changes

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

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

SEC. 4.08 EMPLOYMENT PROGRAM PREFERENCE

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

In accordance with AS 36.30.321(i), the bidder must also add value by actually performing, controlling, managing, and supervising the services provided, or for supplies, the bidder must have sold supplies of the general nature solicited to other state agencies, other government, or the general public.

SEC. 4.09 ALASKANS WITH DISABILITIES PREFERENCE

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

In accordance with AS 36.30.321(i), the bidder must also add value by actually performing, controlling, managing, and supervising the services provided, or for supplies, the bidder must have sold supplies of the general nature solicited to other state agencies, other government, or the general public.

SEC. 4.10 PREFERENCE QUALIFICATION LETTER

Regarding the Employment Program Preference and the Alaskans with Disabilities Preference, the Division of Vocational Rehabilitation in the Department of Labor and Workforce Development maintains lists companies who qualify for those preferences. As evidence of a company's right to the preferences, the Division of Vocational Rehabilitation will issue a certification letter. To take advantage of the preferences, a bidder must be on the appropriate Division of Vocational Rehabilitation list at the time the bid is opened and must attach a copy of their certification letter to their bid. The bidder's failure to provide this certification letter with their bid will cause the state to disallow the preference.

SEC. 4.11 EXTENSION OF PRICES

In case of error in the extension of prices in the bid, the unit prices will govern; in a lot bid, the lot prices will govern.

SEC. 4.12 METHOD OF AWARD

Award will be made to the lowest responsive and responsible bidder. In order to be considered responsive, bidders must bid on all items and supply documentation, illustrating how they meet Sec. 1.03 Experience Requirements

SEC. 4.13 CONTRACTOR SELECTION PROCESS

Removed.

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

Removed.

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 **120** 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) Alaska Bidder Preference Certification
- 2) Notice of Intent to Award Sample
- 3) Contract Award Sample
- 4) Bid Schedule



APPENDIX 1: ALASKA BIDDER PREFERENCE CERTIFICATION

ALASKA BIDDER PREFERENCE CERTIFICATION

AS 36.30.321(A) / AS 36.30.990(2)

BUSINESS NAME: CLICK OR TAP HERE TO ENTER TEXT.

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.							
<table border="1"><tr><td>1.</td><td>2.</td><td>3.</td><td>4.</td><td>5.</td><td>6.</td></tr></table>		1.	2.	3.	4.	5.	6.
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

APPENDIX 2: NOTICE OF INTENT TO AWARD SAMPLE

STATE OF ALASKA

Department of Fish and Game
Division of Administrative Services



NOTICE OF AWARD

THIS IS NOT AN ORDER

DATE ISSUED:

ITB NUMBER:

ITB SUBJECT:

PROCUREMENT OFFICER:

SIGNATURE: _____

This is notice of the state's intent to award a contract. The figures shown below are a tabulation of the bids received with the apparent low bidder indicated. A bidder who wishes to protest this Notice of Intent must file the protest with the procurement officer within ten calendar days following the date of this notice. If the tenth day falls on a weekend or holiday, the last day of the protest period is the first working day following the tenth day. **The bidder identified below as being the lowest responsive and responsible bidder is instructed not to proceed until a contract award or other form of notice to proceed is given by the procurement officer.** If the bidder proceeds prior to receiving a contract award or other form of notice to proceed, the bidder does so without a contract and at their own risk. AS 36.30.365.

LEGEND: @ = AWARD TO BIDDER
 YES = RESPONSIVE AND RESPONSIBLE BIDDER
 NO = NON-RESPONSIVE OR NON-RESPONSIBLE BIDDER

<u>Bidder</u>	<u>Total Bid Price</u>	<u>Responsive</u>	<u>Award</u>

SUMMARY

Protests of this award must be received in this office by 4:30PM on X/XX/2022 and must be submitted in writing in accordance with 2AAC 12.695.

APPENDIX 3: CONTRACT AWARD SAMPLE

CONTRACT AWARD	STATE OF ALASKA Office of Procurement & Property Management (OPPM) <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <input checked="" type="checkbox"/> 333 Willoughby Avenue / 8th Floor P.O. Box 110214 Juneau, Alaska 99811-0214 </div> <div style="width: 45%;"> <input type="checkbox"/> 2400 Viking Drive Anchorage, AK 99501 </div> </div>		CONTRACT AWARD NUMBER
ORDERING DEPARTMENT:	COMMODITY CODE	DATE OF CONTRACT	
	NUMBER & PERIOD OF RENEWAL OPTIONS	PR NO. / DATE ASSIGNED	
	DATE INITIAL CONTRACT BEGINS	DATE INITIAL CONTRACT ENDS	
CONTRACTOR:	GS VENDOR CODE: _____ FED. TAX ID #: _____		
ADDRESS:	ISSUED IN ACCORDANCE WITH BID #: _____ DATED: _____		
	PRICE ADJ. REQ. PRIOR TO EACH: _____		
	CPI/PPI BASE INDEX POINTS & MO/YR: _____		
CONTACT NAME:	REVIEW DATE: _____ RENEWALS EXPIRE (MO/YR): _____		
TELEPHONE NUMBER: FAX:	ESTIMATED VALUE OF INITIAL TERM: \$ REBID: _____		
SEND INVOICE IN DUPLICATE TO: <input checked="" type="checkbox"/> Ordering Department OR <input type="checkbox"/> As Specified in Description			
NOTE: This order constitutes a binding commitment between the State and the contractor listed hereon. Unauthorized modification without the expressed prior approval of the contracting authority will result in a financial obligation on the contractor and/or unauthorized State personnel making the change.			
DESCRIPTION			
CONTRACTING AUTHORITY NAME Choose Name	TITLE Contracting Officer	SIGNATURE _____	
TELEPHONE NUMBER: (907) 465-XXXX		PAGE 1 OF 	
IMPORTANT: 1. CONTRACT <u>AWARD NUMBER</u> AND ORDERING DEPARTMENT NAME MUST APPEAR ON ALL INVOICES AND DOCUMENTS RELATING TO THIS ORDER. 2. THE STATE IS REGISTERED FOR TAX FREE TRANSACTIONS UNDER CHAPTER 32, IRS CODE, REGISTRATION NO. 92-6001185. ITEMS ARE FOR THE EXCLUSIVE USE OF THE STATE AND NOT FOR RESALE.			
DISTRIBUTION: ORIGINAL TO CONTRACTOR ONE COPY TO JUNEAU GENERAL SERVICES ONE COPY TO RECEIVING DEPARTMENT SUPPLY SECTION			

APPENDIX 4: BID SCHEDULE:

*****Bidders must respond to all line items to be considered responsive.*****

IMPORTANT: Bidders must use this form to enter cost data that will be utilized to determine the cost for goods. Do not alter this form or add additional information. The award will be based on GRAND TOTAL.

ITEM 1

1 -26 ft. Aluminum haul vessel Complete per specifications including;

- Sea trials at the Contractor's location;

Bid Price for Item 1: \$_____

Brand & Model Offered if not custom build: _____

ITEM 2

2 each – minimum 200hp Outboard motors per specifications including:

- Motors and other equipment as detailed.
- Installation;
- Engine break-in testing;
- Sea trials at the Contractor's location;

Bid Price for Item 2: \$_____

Brand & Model Offered: _____

ITEM 3

Trailer configured as per specifications:

Bid price for item 3: \$_____

Brand & Model Offered: _____

ITEM 4

Delivery of fully completed boat build to Ketchikan, Alaska: \$_____

TOTAL BID PRICE FOR ITEMS 1 THROUGH 4: \$_____

Award will be made based on the above TOTAL Bid Price. Any bid that does not bid on all items will be deemed non-responsive.

BID SCHEDULE PAGE 2

Bidder shall submit the following items with their bid:

- a) Page 1 of this ITB Document.
- b) Pages 1-3 of this Bid Schedule
- c) Proof of bidder's qualifications (see Page 4, Sec. 1.03)
- d) Alaska Business License or understand that the successful bidder must obtain an AK Business License regardless of what state they reside in. (see page XX)
- e) AK Bidder Preference Affidavit and proof of qualifications for any other preferences.
- f) Vessel design Make and Model Offered
 - 1) Plan view of vessel showing arrangement of the main deck
 - 2) Profile view of vessel
 - 3) Plan view showing arrangement of seating, vee berth, and deck
 - 4) Proof that the offered hull meets the bidder's qualifications.
- g) Description of engines
 - 1) Make, model number, and manufacturer
 - 2) Brochure or cut sheet with engine performance specifications
 - 3) Size, type, pitch, and material of propellers offered
- h) Description of trailer
 - 1) Make, model number, and manufacturer
 - 2) Brochure or cut sheet with trailer performance specifications

BID SCHEDULE PAGE 3

GUARANTEED DELIVERY: (_____) calendar days after receipt of order.

ORDERING ADDRESS:

Contact: _____

Phone: _____

Email: _____

Award will be made to the lowest responsive and responsible bidder.