



**1. REQUEST FOR QUOTATION (RFQ) REVIEW:** Offerors shall carefully review this RFQ for defects and questionable or objectionable material. Offerors' comments concerning defects and questionable or objectionable material in the RFQ must be made in writing and received by the purchasing authority before the date and time set for receipt of quotes. This will allow time for an amendment to be issued if one is required. It will also help prevent the opening of a defective quote, upon which award cannot be made, and the resultant exposure of offerors' prices. Offerors' original comments should be sent to the purchasing authority listed on the front of this RFQ.

**2. QUOTATION FORMS:** Offerors shall use this and attached forms in submitting quotes. A photocopied quote may be submitted.

**3. SUBMISSION:** Quotations shall be signed where applicable and received at the designated Purchasing Office no later than as indicated.

**4. QUOTE REJECTION:** The State reserves the right to reject any or all quotes, combinations of items, or lot(s), and to waive defects or minor informalities.

**5. EXTENSION OF PRICES:** In case of error in the extension of prices in the quote, the unit prices will govern; in a lot bid, the lot prices will govern. Negligence by the vendor in preparing the quotation confers no right for the withdrawal of the quotation after it has been opened.

**6. ALASKA PROCUREMENT CODE:** The Procurement Code (AS.36.30) and its Regulations (2 AAC Ch. 12), are made a part of this document as if fully set forth herein. Note: AS.36.30 and 2 AAC Ch. 12 are available at most public libraries and legislative information offices; and both are available for review at Alaska State Purchasing Offices.

**7. PRICES:** The offeror shall state prices in the units of issue on this RFQ. 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 must be exclusive of federal, state, and local taxes. If the offeror believes that certain taxes are payable by the State, the offeror 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.

**8. 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 which establishes a lower interest rate or precludes the charging of interest.

**9. PAYMENT DISCOUNT:** Discounts for prompt payment will not be considered in evaluating the price you quote. However, the State shall be entitled to take advantage of any payment discount(s) offered by the vendor provided payment is made within the discount period. Payment discount periods will be computed from the date of receipt of the commodities or services and/or a correct invoice, whichever is later. Unless freight and other charges are itemized, any discount provided will be taken on full amount of invoice.

**10. VENDOR TAX ID NUMBER:** If goods or services procured through this RFQ 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.

**11. 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.

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

**13. TITLE:** Title passes to the State for each item at FOB destination.

**14. FILING A PROTEST:** An offeror shall attempt to informally resolve a dispute with the procurement officer regarding a small procurement. If the attempt is unsuccessful, the vendor may protest the solicitation or the award of a small procurement contract under AS 36.30.320. The protest must be filed in writing with the commissioner of the purchasing agency or the commissioner's designee 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. The protester must file a copy of the protest with the procurement officer for the purchasing agency. Protests will be treated in accordance with AS 36.30.550 and 2 AAC 12.695.

**15. COMPLIANCE:** In the performance of a contract that results from this RFQ, the contractor must comply with all applicable federal, state, and borough regulations, codes, and laws; and be liable for all required insurance, licenses, permits and bonds; and pay all applicable federal, state, and borough taxes.

**16. SUITABLE MATERIALS, ETC.:** Unless otherwise specified, all materials, supplies or equipment offered by an offeror shall be new, unused, and of the latest edition, version, model or crop and of recent manufacture.

**17. SPECIFICATIONS:** Unless otherwise specified in the RFQ, product brand names or model numbers 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.

**18. FIRM OFFER:** For the purpose of award, offers made in accordance with this RFQ must be good and firm for a period of ninety (90) days from the date of quote opening.

**19. QUOTE PREPARATION COSTS:** The State is not liable for any costs incurred by the offeror in quote preparation.

**20. CONSOLIDATION OF AWARDS:** Due to high administrative costs associated with processing of purchase orders, a single low quote of \$50 or less may, at the discretion of the State, be awarded to the next low offeror receiving other awards for consolidation purposes. This paragraph is not subject to the protest terms enumerated in "FILING A PROTEST" above.

**21. CONTRACT FUNDING:** Offerors 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.

**22. 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.

**23. ASSIGNMENT(S):** Assignment of rights, duties, or payments under a contract resulting from this RFQ is not permitted unless authorized in writing by the procurement officer of the contracting agency. Quotes that are conditioned upon the State's approval of an assignment will be rejected as nonresponsive.

**24. 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.

**25. FORCE MAJEURE (Impossibility to perform):** The parties to a contract resulting from this RFQ 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 Agreement, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.

**26. LATE QUOTES:** Late quotes are quotes received after the time and date set for receipt of the quotes. Late quotes will not be accepted.

**27. CONTRACT EXTENSION:** Unless otherwise provided in this RFQ, the State and the successful offeror/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.

**28. 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.

**29. DISPUTES:** If a contractor has a claim arising in connection with a contract resulting from this RFQ 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.

**30. GOVERNING LAW; FORUM SELECTION:** A contract resulting from this RFQ is governed by the laws of the State of Alaska. To the extent not otherwise governed by section 29 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.

**31. 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 quote the offeror 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, Labor Standards & Safety Division, Mechanical Inspection Section, P.O. Box 107020, Anchorage, Alaska 99510-7020, (907)269-4925.

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

**33. ORDER DOCUMENTS:** Except as specifically allowed under this RFQ, 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 RFQ. 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 RFQ.

**34. BILLING INSTRUCTIONS:** Invoices must be billed to the ordering agency's address shown on the individual Purchase Order, Contract Award or Delivery Order. 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.

**35. OFFERORS 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 procurement officer named on the cover page of this RFQ as soon as possible, but no later than the date and time quotations are due to make any necessary arrangements.

**36. COMPLIANCE WITH ADA:** By signature of their quote 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.

**37. ALASKA BIDDER PREFERENCE:** The award of a contract based on a Request for Quotation (RFQ) will be made to the lowest responsive and responsible bidder after an Alaska bidder preference of five percent (5%) has been applied. An "Alaska bidder" is a person who: (1) holds a current Alaska business license; (2) submits a bid for goods, services, or construction under the name as appearing on the person'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 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)

**38. 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)

**39. 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 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.

**40. 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.

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

**42. 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).

**43. ALASKANS WITH DISABILITIES PREFERENCE:** If a bidder qualifies for the Alaskan bidder's preference under AS 36.30.321(a) and AS 36.30.990(2), and is a qualifying entity as defined 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.

**44. PREFERENCE QUALIFICATION LETTER:** Regarding preferences 42 and 43 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' qualification for a certain preference, the Division of Vocational Rehabilitation will issue a certification letter. To take advantage of the preferences 42 or 43 above, an individual or business must be on the appropriate Division of Vocational Rehabilitation list at the time the quote is opened, and must attach a copy of their certification letter to their quote. The bidder's failure to provide this certification letter with their quote will cause the State to disallow the preference.

**45. Contract Cancellation:** By signature on their bid, the bidder certifies that they will not support or participate in a boycott of the State of Israel. Failure to comply with this requirement may cause the state to reject the bid as non-responsive or cancel the contract.

**SPECIAL CONDITIONS:**

1. **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.

2. **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.

3. **INDEMNIFICATION:** The contractor will indemnify, hold harmless and defend the State, its officers, agents and employees from all liability, including costs and expenses, for all actions or claims resulting from injuries or damages sustained by any person or property arising directly or indirectly as a result of any error, omission or negligent act of the contractor, subcontractor or anyone directly or indirectly employed by them in the performance of this contract.

All actions or claims including costs and expenses resulting from injuries or damages sustained by any person or property arising directly or indirectly from the contractor's performance of this contract which are caused by the joint negligence of the State and the contractor will be apportioned on a comparative fault basis. Any such joint negligence on the part of the State must be direct result of active involvement by the State.

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

**Proof of insurance is required for the following as applicable for the charter:**

1. **Workers' Compensation Insurance:** The contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against the state.  
**Jones Act or Maritime Insurance:** The Contractor shall be responsible for providing \$500,000 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.
2. **Commercial General Liability Insurance:** covering all business premises and operations used by the contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per occurrence.  
**Marine Protection and Indemnity Insurance:** Contractor shall obtain, at Contractor's expense, and keep in effect during the term of the Contract, Marine Protection and Indemnity Coverage. Combined single limit per occurrence shall not be less than \$ 1,000,000.
3. **Commercial Automobile Liability Insurance:** covering all vehicles used by the contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per occurrence.

Failure to supply satisfactory proof of insurance within the time required will cause the state to declare the bidder non-responsible and to reject the bid. 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.

**RFQ 1124117**  
**PROJECT SPECIFIC TERMS AND SCOPE OF WORK:**

**PURPOSE:** The primary purpose of this charter is to obtain a support vessel to transport, provide logistical support, and house up to three staff members, research equipment and dog trained to detect wolf scat to perform work in the outer islands to the west, and northeast of Prince of Wales Island and the southern bays of Prince of Wales Island.. The purpose of this project is to collect data on wolf diet and wolf abundance. Samples of hair and scat will be collected using non-invasive methods to identify prey species and to genotype individual wolves for abundance estimates. This work is needed to improve annual estimates of wolf populations in GMU2, which are used to set harvest season length and has been identified as a critical management tool. This project will begin May 1, 2024, and continue through July 2, 2024

**LENGTH OF CHARTER:** The owner will have the vessel ready for charter and be prepared to depart Craig, Alaska by 7:00 am on each departure date. The charter includes 12 individual trips lasting a total of 44 workdays and 18 standby days across 62 days, additional days may be required due to weather and unforeseen problems. The vessel must be exclusively available to the department from May 1<sup>st</sup> through July 2<sup>nd</sup> each year respectively.

**ESTIMATED USE:** The dates and length of time referenced in this RFQ are the state's estimated requirements. The state does not guarantee a minimum or maximum number of contract days. However, for the purpose of bid evaluation the state will assume the use of 44 contract workdays this summer.

**LOCATION OF CHARTER:** The charter shall begin and end in Craig, Alaska - The main work will take place within the time frames provided on the following trip schedule:

|  |                                    |
|--|------------------------------------|
| SW Barrier Island group and Hessa Inlet, Long/Sukkwon Islands: | May 1 – May 10; June 1 – June 10   |
| Lulu, San Juan, San Fernando, Baker, Suemez:                   | May 12 – May 15; June 12 – June 15 |
| Snowpass archipelago (Bushy, Shrubby, Blashke):                | May 16 – May 19; June 16 – June 19 |
| Dall Island/bays (Grace Harbor, Rose Inlet and View Cove):     | May 20 – May 22; June 20 – June 22 |
| Heceta/Marielles/Noyes:  | May 23 – May 27; June 23 – June 27 |
| Warren/Kosciusko/Marble/Tuxikan:                               | May 28 – May 31; June 28 – July 2  |

**CREW PAYMENT:** Contractor shall 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 wages for state employees on the vessel and for the daily charter rate. The State will not reimburse the contractor for crew wages in addition to the charter rate.

**CAPTAIN AND CREW ABOARD THE VESSEL:** This contract requires an appropriately USCG Licensed vessel captain.

**STATE PERSONNEL ABOARD THE VESSEL:** During this contract period the state may have up to 3 state employees and/or cooperators, along with a trained dog aboard the vessel, for part of or the entire contract. No more than 3 people in addition to the vessel crew and the dog will be transported at any one time.

**PERFORMANCE REQUIREMENTS OF THE VESSEL CAPTAIN:** General navigation and operation of the vessel. The vessel, its captain and crew will be required to provide these services and accommodations:

The captain aboard the vessel, either underway or at anchor, shall have sole responsibility for the general navigation of the vessel, crew supervision, and control of said vessel. The decision of the captain shall be final in matters pertaining to proper navigation and safety of the vessel, crew, and deck gear.

The vessel captain will obey all orders given by state employees regarding the state's research activities, provided, those orders do not endanger the vessel or the people aboard the vessel.

The vessel captain will obey all USCG, state and other applicable regulations, rules and statues pertaining to the safe and legal operation of the vessel, while under contract to the state.

Loading and unloading of supplies will be the responsibility of the contractor with assistance from available Fish and Game staff.

The captain must provide a safety orientation briefing to all vessel and biological crew members prior to embarking from home port. Both the crew and personnel must have general instructions on the following:

1. Location/operation of lifesaving and emergency equipment (life rings, life rafts, immersion/survival suits, activating the general alarm).
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 in the event of an abandon ship order.

The contractor/captain shall hold the State harmless from any liability caused by the loss of the vessel or damage caused to the vessel or arising out of operation of the vessel or actions by the crew.

**STATE'S RIGHTS REGARDING VESSEL CAPTAIN AND VESSEL CREW MEMBER'S EMPLOYMENT AND CONDUCT:**

The state will have the right to require replacement of any vessel crew member and to require the vessel captain to employ such personnel as the state may deem best.

If the vessel operates shorthanded, due to the replacement or illness of vessel crewmember for a period in excess of twenty-four hours, the state will deduct from the contract rate for the period of employment, (i.e. social security tax, unemployment insurance, etc.).

Regardless of the conditions which prompt the replacement, the total cost of replacing a vessel crewmember aboard the vessel will be solely the contractor's/captain's expense.

There will be no consumption of alcohol or controlled substances aboard the contract vessel during the contract period. Consumption of alcohol or controlled substances aboard the vessel during the contract period will result in termination of the contract. Consumption of alcohol rules apply equally to the biological crewmembers, the vessel captain, and the vessel crewmember(s).

**VESSEL REQUIREMENTS:** The vessel must be mechanically dependable and meet the following minimum requirements to be considered responsive:

- A. The main vessel length should not be less than 36 feet, with sleeping accommodations sufficient for three (3) Fish and Game employees/Cooperators and a dog, in addition to the vessel captain and any crew. Each sleeping space used by biological crew should be approximately 70 inches long.
- B. Along with the main vessel, we also require a skiff with a 4 stroke outboard engine and a kicker engine, minimum skiff length of 18 feet. This skiff will be hauled by the large vessel on trips and used to access sample sites and as a safety backup boat.
- C. The vessel must be capable of operating in weather common to the waters surrounding Prince of Wales Island and surrounding areas between the months of May, June and July.
- D. The deck of the vessel must be large enough for maneuvering and have cold storage for samples collected in the field.
- E. Vessel must be equipped with a sheltered marine head and hot shower.
- F. Average cruising speed of 7 knots.
- G. Space for storing personal gear and all necessary equipment required to conduct the sampling program.
- H. A stove, sink, galley table, and all materials and equipment necessary for daily meal preparation, cooking and cleanup.
- I. Minimum 1 working VHF Radio.
- J. SSB, Inreach, or Satellite Phone.

- K. USCG approved first aid kit, fire-fighting equipment appropriate for the vessel size and type, and life rafts(s) or a skiff large enough to accommodate all persons aboard. This includes the state biological crew, and the vessel captain. This is required as minimum safety equipment.
- L. Life vests are required for all of the people aboard the vessel. ADF&G and OSU crew will provide their of survival suits.
- M. Water capacity: minimum of 400 gallons of fresh water.
- N. GPS.
- O. Operational radar with a minimum range of 14 miles.
- P. The vessel's main engine can be either diesel powered, or gasoline powered.

**CAPTAIN AND CREW REQUIREMENTS:** The captain of the vessel must have at least one year of experience operating a vessel in the waters surrounding Prince of Wales Island, Alaska. The successful bidder must be able to document this experience through fish tickets or other qualifying documentation. Captain should be capable of all duties normally required in vessel operation. The vessel crew is responsible for safely loading and offloading equipment, fuel and towing a 18-20' skiff.

**CONSUMABLES TO BE PROVIDED BY THE CONTRACTOR AND INCLUDED IN THE PER DAY CONTRACT PRICE:** Prior to the beginning of trip, the owner must deliver the vessel, ready for charter to the state with all fuel tanks full and all necessary lubricants, oils, greases and filters on board at the owner's expense. The owner must supply all fuel, lubricants, oils, greases and filters during the contract period.

The contractor will be required to provide all materials, parts and consumables required to operate the vessel and maintain the vessel in good working order.

**MISCELLANEOUS PROVISIONS:** The state may, at its own expense and only for the term of the contract, install and retain, in the vessel, equipment necessary to accomplish its work. The state will remove this equipment at the termination of the contract period without damage to the vessel or pay for any damages caused by said installation.

Bidders must complete the attached vessel information sheet to be considered responsive.

**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 lost.

In the case of vessel breakdowns, the State representative in charge, and the Vessel Captain will document the time of the last contract activity performed (last pot pulled, 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 work for a period of more than seventy-two (72) hours.
- B. Lack of funds for the contract project.
- C. Insubordination and/or lack of cooperation by the vessel captain or crew.
- D. Failure of the captain, vessel, or vessel crew to report at the time and location specified in this RFQ to begin the contract.

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

**VESSEL INSPECTION:** The vessel will be subject to an inspection (Passenger Vessel Safety Exam) by the United States Coast Guard (USCG) and the Department of Fish and Game. The USCG inspection will not be required if the vessel has passed a USCG UPV Vessel Safety Exam within the last twelve months. The vessel must comply with the Federal Requirements for Industry Vessels. A copy of the servicing/re-inspection certificate for all life rafts on the vessel must be provided at the time of inspection.

The bidder must, upon five (5) days' notice, make vessel available for inspection by the Department of Fish and Game at Craig, Alaska.

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

If, at the time of inspection, a vessel fails to meet the RFQ requirements the state may consider the offer non-responsive and reject the bid or 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 the department'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 CAPTAIN**

In the space provided below, the bidder must enter the name of the person who will serve as captain of the vessel. That person must meet the requirements listed under “Crew Requirements” above.

If during the term of the contract, a different person is retained as captain, their name must be submitted to the contracting officer prior to the time the person begins working as vessel captain. They will be subject to the same crew requirements for captain as the original captain. The contracting officer must accept and authorize the change in captains. The contractor’s failure to follow this procedure may cause the state to terminate the contract.

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

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VESSEL CAPTAIN

**VESSEL CAPTAIN EXPERIENCE INFORMATION:** Bidder must complete the vessel captain information below. A bidder’s failure to complete this may cause the state to reject the bid as non-responsive.

**CAPTAIN’S EXPERIENCE REQUIREMENTS:**

1. Captain must have a minimum of one (1) year of experience. (\_\_\_\_\_years).

**IDENTIFY THE RATING HELD BY THE VESSEL CAPTAIN NAMED ABOVE.**

- Operator of Un-inspected Passenger Vessel/Size Passenger
  - Inland                       Near Coastal
  
- Master, 25 Ton Vessel                       Master, 50 Ton Vessel
  - Inland  Near Coastal                       Inland                       Near Coastal
  
- Master, 100 Ton Vessel                       Master, 150 Ton Vessel
  - Inland  Near Coastal                       Inland                       Near Coastal
  
- Master, 200 Ton Vessel                       Master, 500 Ton Vessel
  - Inland  Near Coastal                       Inland                       Near Coastal

**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 nonresponsive.

**OWNERS NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**PHONE:** ( ) \_\_\_\_\_ **FAX:** ( ) \_\_\_\_\_

**VESSEL NAME AND NUMBER:** \_\_\_\_\_

**VESSEL TYPE:** \_\_\_\_\_

**CURRENT LOCATION OF VESSEL:** \_\_\_\_\_

**CALL NUMBERS AND FREQUENCY:** \_\_\_\_\_

**YEAR BUILT:** \_\_\_\_\_

**REGISTRY NUMBER:** \_\_\_\_\_

**CURISING SPEED KNOTS:** \_\_\_\_\_

**OVERALL LENGTH:** \_\_\_\_\_

(Straight line measurement from end to end over the deck, excluding sheer, measured parallel to the centerline)

**VESSEL WEIGHT:** \_\_\_\_\_

**DIESEL POWERED:** [ ]YES [ ]NO **GASOLINE POWERED:** [ ]YES [ ]NO

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

If yes, please furnish a copy of the USCG “Examination” letter with your bid.

**SURVIVAL EQUIPMENT:** The State requires that the life rafts carried aboard the vessel be USCG approved. The rated capacity of the life rafts must be adequate to accommodate all of the people aboard the vessel, this includes the State biological crew, the vessel Captain and vessel crewmembers.

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

| RAFT BRAND | CAPACITY | USCG APPROVAL NUMBER |
|------------|----------|----------------------|
| EXAMPLE:   |          |                      |
| Beaufort   | 8        | 53789T               |
| A.         | _____    | _____                |
| B.         | _____    | _____                |
| C.         | _____    | _____                |
| D.         | _____    | _____                |

Bidders must provide at least enough survival suits for all those aboard. Indicate the brand and model of survival suits you carry aboard the vessel.

| SURVIVAL SUIT BRAND<br>AND MODEL | NUMBER OF SUITS |
|----------------------------------|-----------------|
| A. _____                         |                 |
| B. _____                         |                 |
| C. _____                         |                 |

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

Is all the equipment called for in this RFQ installed and functional on the date of the bid opening?

YES       NO

If "NO", indicate exceptions which will be corrected prior to the date set for the inspection by the State:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**BIDDERS NOTE:** All of the equipment called for in this RFQ must be installed and functional at the time of the vessel inspection.