

	<p align="center">REQUEST FOR QUOTATION</p> <p align="center"># 1124136</p>	<p align="center">PURCHASING OFFICE</p> <p>Department of Fish and Game Division of Commercial Fisheries 401 Railroad Ave, Cordova, AK 99574 Phone: (907) 424-3212, Fax: (907) 424-3235</p>
	<p>Quotations will be received until <u>2:00 PM AKST, April 5, 2024.</u></p>	
		<p>Page 1 of 8 Date <u>3/26/2024</u></p>

VENDOR NOTICE (This is NOT a Purchase Order)

This is an informal quotation that will not be read at public opening. The information may be publicly reviewed after award. The terms and conditions should be reviewed and understood before preparing a quotation. The quotation shall be the best net price, FOB destination, to include all delivery charges, but exclude applicable taxes. Delivery schedule and discount for early payment shall be indicated in the spaces provided below. Return the quotation by the above time and date to the above address. Please reference the Buyer's name and the RFQ number on the outside of the return envelope.

Went DELIVERY LOCATION: Cordova, Valdez, Homer, Seward, Whittier or Kodiak, Alaska	BUYER: ADF&G- Cordova, Phone: 907-424-3212, Fax: 907-424-3235, email: heather.scannell@alaska.gov OR jeremy.botz@alaska.gov
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VENDOR QUOTATION					
Item	Description of Supply or Service	Qty	Unit	Unit Price	Extended Price
1	<p>The Request for Quotation (RFQ) format for this test fishery will be done in three lots at a maximum of 50 tons of herring/lot. The department is seeking to generate a maximum of \$15,000 from a test fishery at Kayak Island. Revenues generated from the herring test fishery will be used to supplement Area E herring stock assessment and management. The minimum bid amount the department will consider is \$100/ton. The highest quote the department will accept for this test fishery is 50 tons of herring/lot for a maximum overall total of 150 tons. Interested parties can bid on multiple lots. The harvest of herring under this contract will be conducted during the period March 25, 2024 – April 20, 2024. The vessel/s used to harvest may be required to assist the department in assessing the distribution of the herring biomass on Kayak Island to determine where the largest concentrations are located.</p> <p>The State will be paid at the base price for any overages of any herring above the original quote amount up to 20%. The State will be paid two times the base price of the original quote on any herring that exceed 20% of the original bid incurred during the fishery (base price per lot is a maximum of \$5,000 divided by tons herring quoted).</p> <p>(SEE Attached (Page 4) for complete project description, terms, and conditions.)</p> <p>Permit Holder : _____</p> <p>Contact Name: _____</p> <p>Contact Phone: _____</p> <p>Company/CFEC Permit # : _____</p>	_____ _____ _____	TONS TONS TONS	\$ _____ \$ _____ \$ _____	\$ _____ \$ _____ \$ _____

THIS SECTION MUST BE COMPLETED BY VENDOR					
Delivery shall be made _____ calendar days after receipt of order.					
Payment Terms: _____					
Company Name	Address	City	State	ZIP Code	Phone Number
Alaska Business License No.	Vendor Tax I.D. No.	Do you qualify for the Alaska Bidders' Preference? [] Yes [] No			
_____ _____		Do you qualify for the Alaska Veteran Preference? [] Yes [] No			
		_____ _____			
Signature		Date		Typed Name and Title	

INSTRUCTIONS TO BIDDERS
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AUTHORITY: Alaska Department of Fish and Game (ADF&G) test fishery authorities AS 16.05.050 (6) and AS 16.05.050 (15) allow for the taking and selling of test fishery products. This solicitation is written and will be issued and administered in accordance with the procedures outlined in AS 36.30 and 2 AAC 12. Any subsequent contract will be governed by the laws of the State of Alaska. All actions concerning this contract shall be in accordance with applicable guidelines identified in AS 36.30 and 2 AAC 12.

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. **Electronic submission is preferred, please email quotes to eric.verrelli@alaska.gov.**

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.

8. PAYMENT: Payment will be made in accordance with the specifications contained herein. If specific payment information is not included in the specifications, payment for the product delivered or services provided to ADF&G will be made immediately upon the delivery of the goods or services to the locations(s) specified in the agreement. 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.

This contract involves financial risks. Questions concerning the contract should be directed to the Contracting Officer at: Voice (907) 465 - 4131, or FAX (907) 465 - 6181.

INSTRUCTIONS TO BIDDERS
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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 a 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.

INSTRUCTIONS TO BIDDERS
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21. **CONTRACT FUNDING:** Offerors are advised that there are no funds available for this solicitation. This is a solicitation for the Contractor purchase and processing of ADF&G test fishery product. The State does not anticipate any payment to the Contractor. Contractor compensation will be derived from any subsequent actions related to the test fishery product after it becomes the property of the Contractor. 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, the apparent low offeror must submit a list of the subcontractors that will be used in the performance of the contract. Subcontractors may be added or changed by the contractor if prior written approval is obtained from the procurement officer of the contracting agency. The procurement officer may approve new or different subcontractors at his or her discretion.
25. **FORCE MAJEURE:** (Impossibility to perform) The contractor is not liable for the consequences of any failure to perform, or default in performing, any of its obligations under this Agreement, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the contractor. 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:** Any dispute arising out of this agreement shall be resolved under the laws of Alaska. Any appeal of an administrative order or any original action to enforce any provision of this agreement or to obtain any relief from or remedy in connection with this agreement may be brought only in the superior court for the State of Alaska.
30. **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.

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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 offeror 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 highest 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 32.05 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.

38. 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.

39. LOCAL AGRICULTURAL AND FISHERIES PRODUCTS PREFERENCE: When agricultural, dairy, timber, lumber, or fisheries products are purchased using state money, only those products harvested in Alaska, or in the case of fisheries products harvested or processed within the jurisdiction of Alaska, will be purchased, provided they are available, of comparable quality, and priced no more than seven percent (7%) higher than products harvested outside the state, or in the case of fisheries products harvested or processed outside the jurisdiction of the state, in accordance with AS 36.15.050.

40. 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.

41. EMPLOYMENT PROGRAM PREFERENCE: If a bidder qualifies for the Alaska bidder preference, under AS 36.30.170(b), and is offering goods or services through an employment program, as defined under 36.30.990(10), and submits a responsive and responsible bid that is no more than fifteen percent (15%) lower than the Highest bid, the procurement officer will make the award to that bidder, in accordance with AS 36.30.170(c) and 2 AAC 12.050.

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42. **ALASKANS WITH DISABILITIES PREFERENCE:** If a bidder qualifies for the Alaskan bidder's preference, under AS 36.30.170(b), is a qualifying entity as defined in AS 36.30.170(e) and (j), and is the highest responsive and responsible bidder with a bid that is no more than ten percent (10%) lower than the highest bid, the procurement officer will make the award to that bidder, in accordance with AS 36.30.170(e).

43. **EMPLOYERS OF PEOPLE WITH DISABILITIES PREFERENCE:** If a bidder qualifies for the Alaska bidder preference, under AS 36.30.170(b), and, at the time the bid is submitted, employs a staff that is made up of fifty percent (50%) or more people with disabilities, as defined in AS 36.30.170(j), and submits a responsive and responsible bid that is no more than ten percent (10%) lower than the highest responsive and responsible bid, the procurement officer will make the award to that bidder, in accordance with AS 36.30.170(f).

44. **PREFERENCE QUALIFICATION LETTER:** Regarding preferences 41, 42, and 43 above, the Division of Vocational Rehabilitation in the Department of Education maintains lists of Alaskan: [1] employment programs that qualify for preference, [2] individuals who qualify for preference as Alaskan's with disabilities, and, [3] employers who qualify for preference as employers of people with disabilities. In accordance with AS 36.30.170(j), in order to qualify for one of these preferences, an offeror must add value by actually performing, controlling, managing, and supervising the services provided, or for supplies, offeror 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 41, 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 provide the procurement officer a copy of their certification letter. Offerors must attach a copy of their certification letter to their quote. The offeror's failure to provide the certification letter mentioned above, with their quote, will cause the State to disallow the preference.

45. INSURANCE REQUIREMENTS

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

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

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

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

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

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

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3. Commercial General Liability Insurance: covering all business premises and operations by the contractor in the performance of services under this agreement with minimum coverage limits of \$1,000,000.00 combined single limit occurrence.

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

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

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

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

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

"This is to certify that the policies described herein comply with all aspects of the insurance requirements of (Project Name and Number)."

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KAYAK ISLAND HERRING SPRING TEST FISHERY ANNOUNCEMENT

The Alaska Department of Fish and Game (ADF&G) is soliciting bids to conduct a test fishery harvesting herring with purse seine or drift gillnet gear near Kayak Island during spring of 2024.

The Request for Quotation (RFQ) format for this test fishery will be done in three lots at a maximum of 50 tons of herring/lot. Lots are intended to provide the opportunity for separation of fishing effort and provide opportunity for up to three permit holders; there is no geographic or temporal separation required and vessels may fish more than one lot at a time. All harvest, defined as harvestable biomass during the opening window of the fishery, must come from the area around Kayak Island (Figure 1). The department is seeking to generate a maximum of \$15,000 from a herring test fishery at Kayak Island. Revenues generated from the herring test fishery will be used to supplement Area E herring stock assessment and management. The minimum bid amount the department will consider is \$100/ton. The department will accept bids for up to 50 tons of herring/lot for an overall maximum harvest of 150 tons. Interested parties can bid on multiple lots. The harvest of herring under this contract will be conducted during the period March 25, 2024 – April 20, 2024. The vessel/s used to harvest may be required to assist the department in assessing the distribution of the herring biomass on Kayak Island to determine where the largest concentrations are located. One or two department biologists may be on board during harvesting.

The State of Alaska will be paid at the base price for any overages of any herring above the original quote amount up to 20%. The State will be paid two times the base price of the original quote on any herring that exceeds 20% of the original bid incurred during the fishery (base price is a maximum \$5,000/lot divided by tons herring quoted for that lot).

Quotations will only be accepted from a current CFEC permit holder in the Prince William Sound Herring Sac Roe Purse Seine Fishery or Sac Roe Drift Gillnet Fishery. Interested bidders must be a licensed captain and have prior experience fishing in the Prince William Sound Area. In addition, successful bidders will be responsible for their own supplies including food, fuel, and net. All fish harvested will become property of the State.

ADF&G, Commercial Fisheries staff in Cordova will coordinate management and supervision of this program. RFQ bid forms are available from the Cordova, ADF&G office upon request.

The successful bidder will be responsible for supplying the following:

1. A herring seine or drift gillnet vessel(s) capable of fishing in weather common to the Kayak Island area.
2. A current CFEC Prince William Sound Herring Sac Roe Purse Seine or Sac Roe Drift Gillnet permit holder must be on board any vessel fishing in the test fishery.
3. A commercial herring seine or drift net and all associated fishing gear and equipment.
4. Vessels capable of tendering herring, if needed.
5. All personal and fishing-related expenses including food, fuel, crew, and living arrangements.
6. A current Alaska Business License.
7. The department may take biological samples of herring for Age-Sex-Length and disease prevalence either from the catcher vessel, the tender (if used) or at the delivery location.

Page 1 of this form may be faxed to the Cordova ADF&G office at 907-747-3235 or emailed to heather.scannell@alaska.gov or jeremy.botz@alaska.gov. Please call the Cordova office at 907-424-3212 after faxing to ensure receipt.