

STATE OF ALASKA INVITATION TO BID (ITB)



RV KESTREL 2024 SHIPYARD SERVICES ITB 2024-1100-0334

ISSUED AUGUST 1 , 2024

ADF&G IS SEEKING QUALIFIED SHIPYARDS TO CONDUCT THE NECESSARY SHIPYARD SERVICES NEEDED FOR THE RV KESTREL IN 2024.

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 if you desire to receive notification of subsequent amendments to the solicitation.

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 must be 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.

DEPARTMENT OF FISH AND GAME DIVISION OF ADMINISTRATIVE SERVICES PROCUREMENT OFFICER: ERIC VERRELLI PHONE: (907) 465-6178 EMAIL: ERIC.VERRELLI@ALASKA.GOV	<hr/> COMPANY SUBMITTING BID <hr/> AUTHORIZED SIGNATURE <hr/> PRINTED NAME <hr/> DATE
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TABLE OF CONTENTS

- INTRODUCTION & INSTRUCTIONS4**
- SEC. 1.01 PURPOSE OF THE ITB.....4
- SEC. 1.02 BUDGET.....4
- SEC. 1.03 DEADLINE FOR RECEIPT OF BIDS4
- SEC. 1.04 PRIOR EXPERIENCE.....4
- SEC. 1.05 REQUIRED REVIEW.....4
- SEC. 1.06 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF BIDS.....4
- SEC. 1.07 SITE INSPECTION4
- SEC. 1.08 RETURN INSTRUCTIONS.....4
- SEC. 1.09 ASSISTANCE TO BIDDERS WITH A DISABILITY5
- SEC. 1.10 AMENDMENTS TO BIDS.....5
- SEC. 1.11 AMENDMENTS TO THE ITB.....5
- SEC. 1.12 ITB SCHEDULE6
- SEC. 1.13 PRE-BID CONFERENCE.....6
- SEC. 1.14 ALTERNATE BIDS.....6
- SEC. 1.15 SUPPORTING INFORMATION6
- SEC. 1.16 FIRM, UNQUALIFIED, AND UNCONDITIONAL OFFER.....6
- SECTION 2. SCOPE OF WORK AND CONTRACT INFORMATION.....7**
- SEC. 2.01 SCOPE OF WORK7
- SEC. 2.02 CONTRACT TERM..... 23
- SEC. 2.03 CONTRACT TYPE..... 23
- SEC. 2.04 PAYMENT FOR STATE PURCHASES..... 23
- SEC. 2.05 PROMPT PAYMENT FOR STATE PURCHASES..... 23
- SEC. 2.06 CONTRACT ADMINISTRATION..... 24
- SEC. 2.07 CONTRACT PRICE ADJUSTMENTS..... 24
- SEC. 2.08 CONTRACT PERFORMANCE LOCATION 24
- SEC. 2.09 THIRD-PARTY FINANCING AGREEMENTS NOT ALLOWED 24
- SEC. 2.10 SUBCONTRACTORS 24
- SEC. 2.11 JOINT VENTURES 25
- SEC. 2.12 RIGHT TO INSPECT PLACE OF BUSINESS..... 25
- SEC. 2.13 F.O.B. POINT 25
- SEC. 2.14 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES 25
- SEC. 2.15 EQUIPMENT INSPECTION..... 25
- SEC. 2.16 NEW EQUIPMENT 26
- SEC. 2.17 REMANUFACTURED/RECONDITIONED EQUIPMENT 26
- SEC. 2.18 LEMON CLAUSE 26
- SEC. 2.19 DISCONTINUED ITEMS 26
- SEC. 2.20 LIQUIDATED DAMAGES 26
- SEC. 2.21 SHIPPING DAMAGE 26
- SEC. 2.22 CONTRACT CHANGES – UNANTICIPATED AMENDMENTS..... 26
- SEC. 2.23 CONTINUING OBLIGATION OF CONTRACTOR..... 27
- SEC. 2.24 BILLING INSTRUCTIONS..... 27
- SEC. 2.25 ESTIMATED QUANTITIES..... 27
- SEC. 2.26 WARRANTY 27
- SEC. 2.27 NONDISCLOSURE AND CONFIDENTIALITY 28

STATE OF ALASKA – INVITATION TO BID	ITB 2024-1100-0334
	RV Kestrel 2024 Shipyard Services

- SEC. 2.28 INDEMNIFICATION..... 28
- SEC. 2.29 INSURANCE..... 29
- SECTION 3. BID FORMAT AND CONTENT30**
- SEC. 3.01 BID FORMS..... 30
- SEC. 3.02 BID BOND – PERFORMANCE BOND – SURETY DEPOSIT 30
- SEC. 3.03 PRICES 31
- SECTION 4. EVALUATION AND CONTRACTOR SELECTION32**
- SEC. 4.01 EVALUATION OF BIDS..... 32
- SEC. 4.02 APPLICATION OF PREFERENCES..... 32
- SEC. 4.03 ALASKA BIDDER PREFERENCE..... 32
- SEC. 4.04 ALASKA VETERAN PREFERENCE..... 33
- SEC. 4.05 USE OF LOCAL FOREST PRODUCTS..... 33
- SEC. 4.06 LOCAL AGRICULTURAL AND FISHERIES PRODUCT PREFERENCE 33
- SEC. 4.07 ALASKA PRODUCT PREFERENCE..... 33
- SEC. 4.08 EMPLOYMENT PROGRAM PREFERENCE 34
- SEC. 4.09 ALASKANS WITH DISABILITIES PREFERENCE..... 35
- SEC. 4.10 PREFERENCE QUALIFICATION LETTER..... 35
- SEC. 4.11 EXTENSION OF PRICES 35
- SEC. 4.12 METHOD OF AWARD 35
- SEC. 4.13 CONTRACTOR SELECTION PROCESS..... 35
- SEC. 4.14 NOTICE OF INTENT TO AWARD 35
- SECTION 5. GENERAL PROCESS AND LEGAL INFORMATION36**
- SEC. 5.01 INFORMAL DEBRIEFING 36
- SEC. 5.02 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES..... 36
- SEC. 5.03 AUTHORITY 36
- SEC. 5.04 COMPLIANCE 37
- SEC. 5.05 SUITABLE MATERIALS, ETC 37
- SEC. 5.06 SPECIFICATIONS 37
- SEC. 5.07 BRAND SPECIFIC 37
- SEC. 5.08 ITEM UPGRADES 37
- SEC. 5.09 WORKMANSHIP AND MATERIALS 37
- SEC. 5.10 CONTRACTOR SITE INSPECTION..... 37
- SEC. 5.11 ORDER DOCUMENTS 37
- SEC. 5.12 HUMAN TRAFFICKING..... 38
- SEC. 5.13 RIGHT OF REJECTION 38
- SEC. 5.14 STATE NOT RESPONSIBLE FOR PREPARATION COSTS..... 38
- SEC. 5.15 DISCLOSURE OF BID CONTENTS 38
- SEC. 5.16 ASSIGNMENTS 39
- SEC. 5.17 FORCE MAJEURE (IMPOSSIBILITY TO PERFORM)..... 39
- SEC. 5.18 DEFAULT 39
- SEC. 5.19 DISPUTES 39
- SEC. 5.20 SEVERABILITY 39
- SEC. 5.21 CONTRACT CANCELLATION..... 40
- SEC. 5.22 GOVERNING LAW; FORUM SELECTION 40
- SEC. 5.23 QUALIFIED BIDDERS 40
- SEC. 5.24 FEDERALLY IMPOSED TARIFFS 40
- SEC. 5.25 PROTEST 41

STATE OF ALASKA – INVITATION TO BID	ITB 2024-1100-0334
	RV Kestrel 2024 Shipyard Services

SECTION 6. ATTACHMENTS.....43
 SEC. 6.01 ATTACHMENTS 43

INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE ITB

The Department of Fish and Game, Division of Commercial Fisheries, is soliciting bids for maintenance, repairs, and upgrades to the R/V Kestrel, a fisheries research and management support vessel operated in Southeast Alaska. The routine maintenance was last conducted 3 years ago, which is the typical schedule for this vessel.

SEC. 1.02 BUDGET

Approval or continuation of a contract resulting from this ITB is contingent upon legislative appropriation.

SEC. 1.03 DEADLINE FOR RECEIPT OF BIDS

Bids must be received no later than 2:00 PM Alaska Time on September 10, 2024, at which time they will be opened by the procurement officer. Late bids or amendments will be considered non-responsive and will not be opened or accepted for evaluation.

SEC. 1.04 PRIOR EXPERIENCE

No specific minimums have been set for this ITB. The State intends to contract directly with a full-service shipyard facility to complete the project. Bids which offer other arrangements or brokerage services through a 3rd party shall be rejected as non-responsive.

SEC. 1.05 REQUIRED 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 deadline for receipt of bids. 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. 1.06 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. 1.07 SITE INSPECTION

Reserved.

SEC. 1.08 RETURN INSTRUCTIONS

Email bid submission is the preferred method of submission. The entire bid may be emailed to dfg.contracting@alaska.gov and must contain the ITB number in the subject line of the email. The **maximum** size

STATE OF ALASKA – INVITATION TO BID	ITB 2024-1100-0334
	RV Kestrel 2024 Shipyard Services

of a single email (including all text and attachments) that can be received by the state is **20mb (megabytes)**. If the email containing the bid exceeds this size, the bid must be sent in multiple emails that are each less than 20 megabytes and each email must comply with the requirements described above.

Please note that email transmission is not instantaneous. Like sending a hard copy bid, if you are emailing your bid, the state recommends sending it enough ahead of time to ensure the email is delivered by the deadline for receipt of bids.

It is the bidder’s responsibility to contact the issuing agency at **907-465-6178** to confirm that the entire bid has been received. The state is not responsible for unreadable, corrupt, or missing attachments.

Bidders may mail in bids as well. If mailing, Bidders must submit one hard copy of their entire bid, in writing, to the procurement officer in a sealed package. The sealed bid package must be addressed as follows:

Department of Fish and Game
 Division of Administrative Services
 Attention: Eric Verrelli
 Invitation to Bid (ITB) Number: 2024-1100-0334
 ITB Title: RV Kestrel 2024 Shipyard Services
 PO Box 115526
 Juneau, AK 99811-5526

If using U.S. mail, please use the following address:

PO Box 115526
 Juneau, AK 99811-5526

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

1255 W 8th STREET
 Juneau, AK 99801

SEC. 1.09 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. 1.10 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. 1.11 AMENDMENTS TO THE ITB

If an amendment is issued before the deadline for receipt of bids, the amendment will be posted on the State of Alaska Online Public Notice (OPN) website. The link to the posting of the amendment will be provided to all who

STATE OF ALASKA – INVITATION TO BID	ITB 2024-1100-0334
	RV Kestrel 2024 Shipyard Services

were notified of the ITB and to those who have registered with the procurement officer after receiving the ITB from the OPN.

SEC. 1.12 ITB SCHEDULE

The ITB schedule below 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 Standard Time (AST).

ACTIVITY	TIME	DATE
Issue Date / ITB Released	10:00 AM	/1 /2024
Deadline for Receipt of Bids / Bid Due Date	2:00 PM	9/10/2024
Notice of Intent to Award		9/9/2024
Contract Issued		9/20/2024

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. 1.13 PRE-BID CONFERENCE

Reserved.

SEC. 1.14 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. 1.15 SUPPORTING INFORMATION

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, may cause the state to consider the offer non-responsive and reject the bid.

SEC. 1.16 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 must be complied with at risk of bid rejection for non-responsiveness.

STATE OF ALASKA – INVITATION TO BID	ITB 2024-1100-0334
	RV Kestrel 2024 Shipyard Services

SECTION 2. SCOPE OF WORK AND CONTRACT INFORMATION

SEC. 2.01 SCOPE OF WORK

Work Item List:

1. Dry docking.
2. Power wash/scrape hull.
3. Sea Chest, Sea Chest Valves, and Bilge, Ballast, and Fire Manifold Valves
4. Zincs.
5. Hull Preparation and Coating/Paint
6. Rudder Removal, Inspection and Installation
7. Shafts Removal, Inspection and Installation
8. Propeller Hub and Blade Removal, Inspection, Installation, and Repacking
9. Propeller Shaft Cutlass Rubber Bearing Replacement
10. Rebuild Lo-Rez Vibration Dampeners & Couplings
11. Rebuild Kobelt Pneumatic Control System
12. New Thordon Shaft Seal System
13. Remove/Rebuild/Paint Skiff Davits
14. New Furuno CSH-8L Mark-2 Full Circle Scanning Sonar
15. New Navigation Lights
16. Weld 4” Saltwater Cooling Copper Nickle Pipe

Contingent Work Item List (if time and funding allows):

1. New Galley Flooring
2. Rebuild Deck Crane
3. Propeller Line Cutters

Attachments and References

- A) RV Kestrel Paint and Preparation Specifications
- B) Docking Plan Drawing (039-055) Allied Ship Builders LTD,
- C) Docking Plan Drawings Seaspan
- D) Through Hull Valve Schedule
- E) Engine Cooling Schematic Drawing Number 039-202
- F) Bilge, Ballast, and Fire Schematic Drawing 039-200
- G) Machinery Arrangement Drawing 039-319
- H) Auxiliary Machinery Space Installation Arrangement Drawing Number 860-1

STATE OF ALASKA – INVITATION TO BID	ITB 2024-1100-0334
	RV Kestrel 2024 Shipyard Services

- I) Deckhouse Structure (039-106) Sheet 1 of 2
- J) Deckhouse Structure (039-107) Sheet 2 of 2
- K) Funnel Structure Drawing Number 039-135
- L) Engine, Gear and Shafting Arrangement Drawing Number 039-300
- M) Shafting Arrangement Drawing Number 039-302
- N) Lo-Rez Drawing No. FC-0159HF-37
- O) Lo-Rez Drawing No. HLF-0600-01
- P) Lo-Rez Drawing No. FC-0130HF-37
- Q) Furuno Hull Unit Outline Drawing No. C1282-G03-C
- R) Main Deck Arrangement Plan Drawing No. 039-402
- S) Compressor Air Schematic Drawing No. 039-205
- T) Control Air System Schematic Drawing No. 039-206
- U) Command Transfer & Shaft Metering Drawing No. 039-531
- V) Engine Room Transverse Views Drawing No. 921-321
- W) Thordon TG100R Seal Assembly Drawing No. TG100R-S5.250-00
- X) Aft Focsle Deck Arrangement Drawing No. (039-123)
- Y) Deck Arrangement Hydrographic Mode FR 0-23 Drawing No. (039-156)
- Z) Main Deck Davit Arrangement Drawing No. (039-128)
- AA) Furuno CSH-8L Mark2 Installation Manual
- BB) Nav Light Plan Drawing No. 039-20
- CC) Navigation Light Panel Drawing No. 039-590-101
- DD) Front and Aft Stern Tube Bearing Sizes
- EE) Photos of Vessel

General Terms and Conditions

The following specifications and Work Items, together with attached photos and drawings, are intended to enable qualified shipyards to properly bid the specified work. See the Vessel Description Section for specifications regarding the *R/V Kestrel*.

Work Standards

All work is to be performed by qualified journeymen. Bidders are presumed to warranty that all work will be of sufficiently high quality to meet standards of the American Bureau of Shipping or other recognized classification societies. Owner Representative will inspect all work items for approval upon completion. The Owner Representative may, at their sole discretion, obtain ABS inspections for any Work Item(s).

Work Scope

The Contractor shall supply all necessary manpower, labor, supervision, expendable supplies, materials, equipment, and expertise necessary to successfully and safely perform the work defined in each of the Work Items. The Contractor’s responsibility shall include mobilization, all necessary environmental and personnel safeguards, and cleanup of the site (leaving the vessel in better shape than

STATE OF ALASKA – INVITATION TO BID	ITB 2024-1100-0334 RV Kestrel 2024 Shipyard Services
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before the work). During the work period, the Contractor shall allow for the Owner and regulatory agencies to inspect all work, without claiming for delay or impact.

The Contractor shall provide all necessary services to complete all items as set forth in the specifications. These services include but are not limited to: all necessary rolling stock including cranes, man-lifts, fork-lifts, trucks; all necessary staging, ventilation, and lighting; all necessary power and hand tools including expendable supplies for such tools, all necessary safety equipment and testing including maintaining safe for entry certificates (Confined Space), and all environmental equipment, testing, and safeguards.

Work Schedule

Prior to starting work on this Contract, the Contractor shall supply the Owner Representative a brief schedule showing when the Contractor intends to complete all work Items and when the vessel shall go on and off the dock. Overtime work shall not be scheduled for work Items. If the Contractor modifies this schedule for their own purpose, they shall credit the Owner for the cost of any impacts caused by the delay.

Bid Submittal

All bids’ prices are to include materials, labor, overhead, taxes, costs for disposals, and any other costs associated with this work. All bids, invoices, and any discussions during the work period including change orders will be in U.S. Dollars. Bids are to be itemized, at least to the level of one price for each Work Item, as described below. Contractor is to itemize and submit Bid Prices on the attached Work Item Bid Schedule sheet (In U.S. Dollars). The Owner (State of Alaska, Department of Fish and Game) estimates that there is sufficient funding to accomplish all the listed work but reserves the right to delete any Work Item or Items should funding be insufficient for all quoted work, or at State’s sole option work may be deleted for any reason. Bids may be either Flat Rate per Work Item or may be submitted as Not-to-Exceed figures.

For each Item, bidders should specify which method is being used.

Security

It is understood that the selected bidder will be responsible for any damage to the vessel, direct or collateral, that may occur pursuant to this work. Contractor shall have care, custody, and control of the vessel throughout the contract performance period. Vessel security shall be provided to protect the vessel from damage, fire, theft or vandalism.

Inter-Port Differential

For the purposes of evaluating the Bid Proposals, the Owner will consider the differences in all roundtrip vessel operational costs from Petersburg, Alaska to the responding Bidder’s locations. This shall be factored into each Bid Proposal total amount. The Inter-Port Differential shall be calculated in accordance with Alaska Statute. For this bid the operational cost is \$23.86 per mile, travel cost based on each bidder’s location will be calculated and added during bid evaluation.

STATE OF ALASKA – INVITATION TO BID	ITB 2024-1100-0334
	RV Kestrel 2024 Shipyard Services

Pre-Bid Vessel Inspection & Owner Representative Contact

Prospective bidders may contact the Department of Fish and Game at eric.verrelli@alaska.gov to schedule an inspection the R/V Kestrel at its homeport of Petersburg, Alaska, prior to the submittal of their bid. (At the bidders’ expense)

For Technical questions regarding the vessel, specific Work Items described herein including bidding questions or Contracting Procedures related to the ADF&G R/V Kestrel ITB # 1124173 Email: eric.verrelli@alaska.gov

Change Orders

Should change orders become necessary, Bidder agrees that any such order shall be in writing, in US Dollars, signed by both parties, and that any quote for such an order shall be inclusive as above, and will include any fees for delay and disruption. No work on change orders shall commence unless approved by Owner Representative.

Period of Performance

Work can be scheduled to begin between November 1, 2024, and January 31, 2025. Forty-Five (45) calendar days will be allowed for completion after the start date is determined. (With a final completion date of no later than January 31, 2025. Due to the adverse impact on the vessel schedule, liquidated damages shall accrue at the rate of \$2,500.00 per day after either 45 days or January 31, 2025, whichever comes first. In the event of the issuance of change orders, any alteration of this schedule shall be designated in the change order and approved by Owner Representative.

Specific delivery date of the vessel shall be agreed upon prior to contract award. The State agrees to make a good faith effort to arrive prior to the agreed upon date but shall be held harmless for delays beyond the State’s control.

Invoice

The Contractor agrees to provide Owner Representative two (2) copies of a Progress Review Invoice prior to the vessel’s departure from the shipyard. The Progress Review Invoice shall be formatted per the outline of the Work Item Bid Schedule.

Hazardous Materials and Confined Space Work:

It should be anticipated that due to the nature of this project there will be hazardous materials to be disposed of. The State will not be responsible for any costs associated with the collection or disposal of any hazardous materials generated by this project.

It should be anticipated that due to the nature of this project there will be work in confined spaces. The State will not be responsible for any additional cost associated with this confined space work.

R/V Kestrel Vessel Description/Particulars

The Research Vessel (R/V) Kestrel is all welded steel construction, with two diesel engine / two Hundested gear units turning shafts and variable pitch propellers on each end. The vessel is owned and operated by The State of Alaska and is intended to be engaged in the support of scientific research within Southeast Alaska. It is versatile and adaptable to accommodate a wide variety of deck equipment and machinery in the various configurations required to support the research.

STATE OF ALASKA – INVITATION TO BID	ITB 2024-1100-0334
	RV Kestrel 2024 Shipyard Services

Official Number:	811822
Vessel Name:	<i>R/V Kestrel</i>
Dimensions:	
Length Overall	32.3m 105.7’
Length Waterline	29.7m – 97.5’
Breadth Moulded	8m - 26’3”
Depth Moulded	3.5m – 11’6”
Design Draft Mean	2.3m - 7’6”
Displacement @ 2.3m Draft	326.57 Tonnes – 321.31 Long Tons
Registered Tonnage	76.24
Main Engines	2 @ 322 HP – 644 HP total
Generator Capacity	2 @ 95KW – 190KW Total
Speed	11.5 Knot
Builder	Allied Shipbuilders, 1990
Area of Operation	Southeast Alaska-

Invitation to Bid RV Kestrel Shipyard Work Item Details

The Contractor shall provide a fixed cost for all labor, materials, and equipment to accomplish each of the following work items:

1. DRY-DOCKING.

References

- B Docking Plan Drawing (039-055) Allied Ship Builders LTD,
- C Docking Plan Drawing Seaspan

1.1 Dry-Docking

STATE OF ALASKA – INVITATION TO BID	ITB 2024-1100-0334
	RV Kestrel 2024 Shipyard Services

The Contractor shall provide a fixed cost for all labor, material and equipment, for dry-docking and un-docking the vessel to accomplish all work described herein. The Contractor is responsible for all docking, un-docking, and mooring activities. The vessel shall be docked or lifted in accordance with the attached Docking Plan(s).

A dry-dock meeting shall take place prior to the vessel being dry-docked. At this time the Dock-Master will present his blocking plan, pressure calculations, describe his plan for docking the vessel to include schedule of events for, rough weather, the use of engines, tugs, communication with ADF&G, and other relevant items. The Contractor shall notify the Owner Representative a minimum of 48 hours prior to dry-docking and undocking the vessel. The Contractor shall not initiate docking activities without the express permission of the Owner Representative.

Provide a gangway for access from the dry-dock to the vessel’s main deck with safety netting and lighting as well as adequate shore power while both in drydock and berthed.

Provide a safe lay berth at the Contractor’s facility throughout the contract performance period. Contractor to ensure suitable mooring lines are available and tended while the vessel is pier-side and that all necessary safety precautions are taken.

2. SCRAPE & POWER WASH, HULL AND SEA CHEST.

The Contractor shall provide a fixed cost for all labor, material, and equipment to scrape, and pressure wash the entire exterior of the vessel from keel to the top of the wheelhouse using fresh water and no less than 3000psi, remove marine growth and dilapidated or failing coatings (hand scrape as needed) to include the inside of the sea chest, sea chest grates and sonar tube. Please note protection of exposed ends of the stern tube, sonar tube, fathometer transducer, and other sensitive areas is required. Proper disposal of all wastewater, particulates and residues is the contractor’s responsibility.

3. SEA CHEST, VALVES AND STRAINER.

References

- **D** Through Hull Valve Schedule
- **E** Engine Cooling Schematic Drawing No. 039-202
- **F** Bilge, Ballast, and Fire Schematic Drawing No. 039-200
- **G** Machinery Arrangement Drawing No. 039-319

3.1 Sea Chest and Sea Chest Valves

Open and mechanically clean the two sea chests and strainer grates. Overhaul both main sea chest valves. (4” bronze S.D.N.R. angle valve)

3.2 Through Hull Valves

Inspect and service all Through Hull valves.

3.3 Bilge and Ballast Manifold Valves

Inspect and service all butterfly, globe, and angle valves on forward bilge manifold, fire pump manifold, bilge & general service pump manifold, aft ballast manifold, and aft bilge manifold.

STATE OF ALASKA – INVITATION TO BID	ITB 2024-1100-0334
	RV Kestrel 2024 Shipyard Services

4. ZINCS.

Remove inspect and/or replace all anodes and issue a written report to the Owner Representative identifying zincs that are reduced more than 50%. Owner Representative will make final determination of hull zincs to be replaced.

Contractor shall ensure zincs are firmly secured to the hull and zincs have a positive bonding connection established. Deteriorated or missing shot studs will be replaced under a separate change order. All zincs shall be masked off to prevent them from being painted.

For bid purposes, Contractor shall provide bids for replacement of ALL zincs, as indicated below. Contractor shall provide a credit on Bid Items for any zincs not requiring replacement. There are 53 zincs total. (37) – Z-22, (4) - Z-19, (10) - Z-3, (1)- KK-2, (1)- Z-4.

- 4.1 Install Hull Z – 22 Zincs** - Contractor shall remove old zincs and install 33 new Z - 22 Hull zincs.
- 4.2 Install Hull Z-19 Zincs** - Contractor shall remove old zincs and install 4 new Z-19 Hull zincs.
- 4.3 Install Sea Chest Z – 3** - Contractor shall remove all old sea chest zincs and install (10) new Z - 3 Sea Chest zincs.
- 4.4 Install Freezer Keel Cooler Zincs** - Contractor shall remove old zinc and replace with new, one (1) KK2 Keel Cooler zinc, on the aft end of keel cooler and one (1) Z-4 zinc, on the hull, next to forward end of keel cooler.
- 4.5 Install Rudder Zincs** - Contractor shall remove and replace with new, four (4) Z-22 Rudder zincs.

5. PAINT

Provide a fixed price for each work item. All Painting and surface preparation shall be in accordance with the attached *RV Kestrel Metal Preparation and Paint Specifications*, unless specified otherwise in the work item specifications.

5.1 KEEL TO WATERLINE, HULL ANTI-FOULANT COATING

Remove old existing marine epoxy from Airmar and Furuno WASSP Transducers and replace with new ensuring epoxy is smooth and flush with Transducers and steel fairing blocks.

Surface Preparation

Surface preparation is covered under Reference “A”, R/V Kestrel Paint and Preparation Specifications. The item 5.1 bid shall include all other preparation work including taping off the existing waterline. The vessels rudder bearings, shaft bearings, zincs, transducer openings and sonar tube shall be adequately protected from over spray, and inspected by the owner’s representative, before painting commences. Sandsweep SSPC 7 entire hull with SP6 Sandsweep Blast.

Surface Coating

STATE OF ALASKA – INVITATION TO BID	ITB 2024-1100-0334
	RV Kestrel 2024 Shipyard Services

Ameron 302 dimecoat primer at 3-4 mils dry minimum, apply next over dimecoat with Ameron 240 LT (low temp) haze gray at 5-7 mils dry minimum, apply final coat with Ameron ABC3 black at 4-5 mils dry minimum.

This painting shall include the entire hull below the waterline: inside sea chests, sea chest covers, sonar tube and rudders. After completion of hull preparation and coating, Contractor shall apply Names, Draft Marks, and Hailing Port, to match existing color scheme.

5.2 WATERLINE TO TOPSIDE

Reference

- Pictures of Vessel

Prepare and paint the vessel. The approximate area to be painted is 2500 square feet. The area included in this work Item is the exterior hull, from the waterline up to upper rails, both port and starboard sides, and from bow to stern.

Surface Preparation

Contractor shall Sandsweep Blast SSPC7 with SP6 approximately 2500 square feet of Cobalt Blue (100% of all painted area). Sandsweep Blast SSPC7 with SP6 caprails (black and cobalt blue).

Final determination of surfaces to be prepared and painted shall be designed by the Owner Representative and are estimated to be as indicated below. Any bare metal shall be primed within 4 hours.

Surface Coating

Contractor shall prime any bare metal areas that have undergone the surface preparation work from waterline to topside including caprails with Ameron 302 dimecoat primer at 4 mils dry minimum, next prime over Ameron 302 with one coat of Cobalt Blue Ameron 235 (primer) at 4 mils dry minimum, apply next one coat of Amershield A0189, AM/S Neutral Tint 265-16-1552 (U.S. Paint Specs) or Amershield AM-T3/01, TW-0p23, PG0p36, PB-9p4 (Canadian Paint Specs) Cobalt Blue on entire exterior hull from the waterline up to upper rails, both port and starboard sides, and from bow to stern (topcoat) (approximately 2500 square feet) at 5.0 MDFT each coat, one coat of Safety Yellow for boot stripe Amershield Yellow (topcoat) (approximately 80 square feet) at 5.0 mils dry minimum, one coat of Black Amershield on upper rails, guards, and one coat of Safety Yellow Ameron 229T (topcoat) for vessel name on bow and Safety Yellow Vinyl Decals for the vessel name and hailing port on stern at 4 mils dry minimum.

5.3 PAINT Machinery Space Bilges References

- F Bilge, Ballast, and Fire Schematic Drawing No. 039-200
- H Auxiliary Machinery Space Installation Arrangement Drawing No. 860-1

Prepare and paint Auxiliary Machinery Space as follows, in accordance with all requirements of this work item and under Reference “A”. The estimated total area of bilges to be painted is approximately 500 square feet. All work shall be done in a confined space.

Surface Preparation

STATE OF ALASKA – INVITATION TO BID	ITB 2024-1100-0334
	RV Kestrel 2024 Shipyard Services

Contractor shall Sandsweep Blast SSPC7 with SP6 approximately 500 square feet (100% of all painted area).

Surface Coating

Paint all blasted surfaces of the bilges with one coat of DIMECOTE 302 at 1.0 MDFT, one coat of Ameron 235 Battleship Grey (primer) 1.0 MDFT and two coats of Battleship Grey Amerlock 2 gf/400 gf topcoat at 5.0 MDFT.

6. RUDDER REMOVAL, INSPECTION, AND INSTALLATION

References

- L Engine, Gear and Shafting Arrangement Drawing No. 039-300

The Contractor shall remove rudder, inspect and clean if necessary, and re-install both of the vessel’s rudders.

All inside diameters (IDs) of rudder bearings shall be measured. ID. All outside diameters (ODs) of rudder shaft surfaces in way of bearings shall be measured. Measurements shall occur in two directions, port/starboard and forward/aft. Bearings and shaft areas longer than 6” shall be measured in two locations at the top and bottom of contact areas.

The tiller arm IDs shall also be measured. Tiller arm, tiller arm key, and steering linkage shall be examined for excessive play.

All measurements and inspections shall be clearly written in a rudder bearing report and delivered to owner’s representative.

Additional rudder work, if required, will be handled by change order.

7. SHAFTS REMOVAL, INSPECTION AND INSTALLATION

References

- L Engine, Gear and Shafting Arrangement Drawing No. 039-300
- M Shafting Arrangement Drawing No. 039-302

The contractor shall remove both tail shafts, move them to a covered and heated shop, inspect, and re-install. Both shafts are Hundested VP7/CPG32 units 5210/11 and are 5” stainless.

For the vessel’s specialized Hundested equipment, it’s required that the Contractor hire an onsite consultant from Hundested for installation, specification’s, recommendations and questions. Any issues and/or differences in opinion between the contractor and the owner, shall be resolved by consulting directly with Hundested. **Pacific Marine Equipment, LLC, Hundested Propeller US, LLC**, 309 S. Cloverdale St., Unit C18, Seattle, WA 98108, Office: 206-281-9841, Cell: 206-300-2353.

Tail shafts shall be removed with propeller hubs and propeller blades intact. After removal, tail shaft/propeller assemblies shall be moved to a covered and heated machine shop for inspection. During transit, shafts and hubs shall be protected from wind/rain/dirt/grit. Once tail shafts have been safely removed, install plywood covers on the forward end of the stern tubes to prevent water from entering

STATE OF ALASKA – INVITATION TO BID	ITB 2024-1100-0334
	RV Kestrel 2024 Shipyard Services

the engine room during cleaning of the stern tubes. Power wash the inside of the stern tubes to remove mud and debris.

Contractor should be advised that the distance from the force rod to the servo rod must be recorded and witnessed, prior to disassembly. Prior to shaft removal, the shaft brakes will also need to be disassembled and removed. The contractor shall supply and install new shaft brakes.

MEASUREMENTS. Each tail shaft shall be placed in a lathe and checked for run out. All inside diameters (IDs) of shaft bearings shall be measured. All outside diameters (ODs) of propeller shaft surfaces in way of bearings shall be measured. All measurements shall occur in two directions, inboard/outboard and top/bottom. Each bearings and shaft area shall be measured in two places, forward and aft in way of the contact area. After measurements are complete they shall be clearly written in a shaft bearing report and delivered to the owner’s representative.

Contractor shall remove each Port and Starboard Crane Mane Bar EJ 133 seals, propeller shaft EJ 133 Pneumostops (Two total), and VP7-9 ½ Rubber Washer Form Grease Seals (Two total). Remove both Port and Starboard propeller shaft Pneumostops and Mane Bar EJ 133 Seals. Inspect/clean saltwater cooling lines for stern tubes. Pneumostops and Mane Bar EJ 133 Seals, and grease seals shall be supplied by the Owner.

Tail shafts shall stay in the heated covered shop until all other propeller/shaft/bearing work is completed and they are ready to be installed into the vessel.

Contractor shall reinstall new Thordon TG100R Seal Assembly into vessel and new VP7-9 ½ Rubber Washer Form Grease Seals (Two total). Care shall be taken to not damage shaft bearings and seals. Install new shaft brakes for each shaft (provided by contractor), two total. Contractor shall verify correct alignment of forward shaft coupling to reduction gear, to owner’s representative.

Dockside trials shall be performed to ensure that both shafts propellers have been calibrated to absolute “zero” pitch with shafts turning at 300 shaft RPM’s. If necessary a certified Kobelt representative may be contracted at contractors expense.

Vessel shall not undock, or operate, under its own power until dockside trials are complete.

Contractor shall conduct both dock and sea trials of both CPP shaft, propeller, and reduction gear systems to prove and verify that the systems are working correctly. (Trials shall occur under the supervision of the vessel’s Master and the Hundested technical representative.) Sea trials will consist of a minimum of 4 hours of full speed operation during which time Contractor will monitor and record gear, bearing, seal, oil, and water temperatures. Sea trial data shall be delivered to Owner’s Representative after trials.

8. PROPELLER HUB AND BLADE REMOVAL, INSPECTION INSTALLATION AND REPACKING

STATE OF ALASKA – INVITATION TO BID	ITB 2024-1100-0334
	RV Kestrel 2024 Shipyard Services

References

- L Engine, Gear and Shafting Arrangement Drawing No. 039-300
- M Shafting Arrangement Drawing No. 039-302

For the vessel’s specialized Hundested equipment, it’s required that the Contractor hire an onsite Hundested consultant for installation, specification’s, recommendations and questions. Any issues and/or differences in opinion between the contractor and the owner, shall be resolved by consulting directly with Hundested. **Pacific Marine Equipment, LLC, Hundested Propeller US, LLC**, 309 S. Cloverdale St., Unit C18, Seattle, WA 98108, Office: 206-281-9841, Cell: 206-300-2353.

Contractor shall disassemble each propeller hub. Parts shall be cleaned and laid out in a safe and clean area organized by blade and side all wear areas shall be measured. Parts and blades shall be closely inspected for cracks and other problems. Die penetration inspection shall be used in areas of high stress. Measurements and observations shall be clearly written on a propeller hub report and delivered to the owner’s representative. Report shall clearly indicate the percentage of maximum of total wear and shall make a recommendation if and when parts will need to be replaced.

Additional propeller hub work, if required, will be authorized by change order.

Contractor shall re-assemble the propeller hub and blades and repack each hub with about three 35 pound pails of Contractor supplied emulsifying grease through the threaded hole in the propeller hub (Shell Alvainia EP2 or equivalent to).

9. PROPELLER SHAFT CUTLASS RUBBER BEARINGS REPLACEMENT

References

- L Engine, Gear, and Shafting Arrangement Drawing No. 039-300
- M Shafting Arrangement Drawing No. 039-302
- MM Forward and Aft Stern Tube Bearings

The Contractor shall inspect and remove if necessary, existing shaft cutlass rubber bearings, inspect and measure for proper replacement. There are two shaft cutlass rubber bearings on each shaft, four bearings in a ship set (See reference “MM” for size). Fabricate or machine if necessary and install all new shaft cutlass rubber bearings.

New cutlass bearings shall be contractor supplied. Contractor must obtain written data from the manufacturer of the new bearings installed and have this information given to the Owner Representative for their records.

Contractor shall install bearings in accordance with manufacturer recommendations. Installation shall be witnessed by the owner’s representative. After installation, the shaft bearing measurements taken as required by Section 9 shall be taken and a new written bearing clearance report provided to the Owner. Vessel shall not undock, or operate, under its own power until dockside trials are complete. Contractor shall conduct both dock and sea trials of both shafts, propellers, and reduction gear systems to prove and verify that the systems are working correctly. (Trials shall occur under the supervision of the vessel’s Master and Engineer.) Sea trials will consist of a minimum of 4 hours of normal and full speed

STATE OF ALASKA – INVITATION TO BID	ITB 2024-1100-0334
	RV Kestrel 2024 Shipyard Services

operation during which time Contractor will monitor and record shaft temperatures. Sea trial data shall be delivered to Owner’s Representative after trials.

10. REBUILD LO-REZ FLEXIBLE COUPLINGS & 6HLF COUPLINGS

References

- L Engine, Gear, and Shaft Arrangement Drawing No. 039-300
- M Shafting Arrangement Drawing No. 039-302
- N Lo-Rez Drawing No. FC-0159HF-37
- O Lo-Rez Drawing No. HLF-0600-01
- P Lo-Rez Drawing No. FC-0130HF-37

The Owner may, at their discretion and expense, contract a certified Lo Rez Technical Representative from Lo Rez Vibration Control LTD. (604-879-2974). If so employed, all work under Work Item 10 are to be done under the on-site review and inspection by the Lo Rez Representative. Any problems and/or differences in opinion between the Contractor and the Technical Representative shall be presented to the Owner’s Representative for resolution. Failure to comply with this paragraph of the specification will result in the termination of this contract for negligence. The Owner will coordinate with the Contractor, at the time of the Bid Award and Notice-to-Proceed, as to the schedule of these work items and whether the Lo Rez Technical Representative will be utilized on-site by the Owner.

Contractor shall provide a written report to vessel representative on results of inspection and findings.

10.1 Lo Rez DE/HF/6HLF Couplings Removal, Inspect & Rebuild, and Installation

Contractor shall provide written report to vessel representative on results of inspection and findings. Contractor shall remove two (2) Lo Rez model DE/HF-11.4/.126 pilot bearing steel-spring couplings, two (2) Lo Rez model FSH 31 special laminated disc couplings. Contractor shall mark each coupling as to what side shaft it came off of. It is believed that one coupling was machined down in length for proper fit. Identifying the correct side for couplings will make installation much easier. Deliver both Lo Rez couplings & special laminated disc couplings to Lo Rez Vibration Control LTD. 114-7799 Berg Rd., Delta, B.C. Canada V4G-0A5 (604-879-2974), for inspection and reconditioning. After completing re-conditioning, couplings shall be delivered back to yard for proper installation, alignment, & adjustment.

11. REBUILD KOBELT PNEUMATIC CONTROL SYSTEM

References

- S Compressor Air Schematic Drawing No. 039-205
- U Command Transfer & Shaft Metering Drawing No. 039-531
- T Control Air System Schematic Drawing No. 039-206

For the vessel’s specialized Kobelt pneumatic equipment, that the Contractor hire a Kobelt technical representative to consult with installation, recommendations, and questions. Kobelt Manufacturing Co. Ltd., 8238 129th Street, Surrey, BC, V3W 0A6, Canada. Any issues and/or differences in opinion between the contractor and the owner, shall be resolved by consulting directly with Kobelt.

STATE OF ALASKA – INVITATION TO BID	ITB 2024-1100-0334
	RV Kestrel 2024 Shipyard Services

Contractor shall remove and rebuild two (2) Throttle Actuators (part# 4106-U), two (2) Pitch Positioners (part# 4224-U), eight (8) Pitch & Throttle Control Heads (part#2546-ADHU), three (3) Dual Function Control Heads (part#2543-U). Inspect and rebuild as necessary three (3) palm valves(part#3517-A), two (2) station transfer valves (part# 3403), twenty eight (28) shuttle valves (part# 3009), seven (7) Allen Bradley & Hobbs pressure switches (part# 836-C7A M-4006, one (1) station transfer selector (part# 3609-ADCFJ, two (2) throttle actuators (part# 4106-U), one (1) Flecks Hydraulics double acting throttle actuator for bow thruster, two (2) ½” lubricators (part# 606-4), three (3) regulators with gauge (part# 119-4G), one isolator relay (part# 3326/ADE. Remove air dryer (dryaire AH-2) and replace with new that is compatible to pneumatic control system.

Inspect and if necessary, hydro two (2) service air receivers 10ft3, 175 psi working pressure. Replace with new, approximately eight (8) stainless shutoff ball valves, three (3) 140psi relief valves, three (3) Jenkins check valves.

Contractor shall conduct both dock and sea trials on pneumatic system to prove and verify there are no air leaks and that the systems are working correctly. Vessel shall not undock, or operate, under its own power until dockside trials are complete. (Trials shall occur under the supervision of the vessel’s Master and the Kobelt technical representative.) Sea trials will consist of a minimum of 4 hours of full speed operation during which time the Kobelt technical representative will monitor for air leaks, proper air pressure, flow, and proper movement to all Kobelt Control Heads and Actuators. Sea trial data shall be delivered to Owner’s Representative after trials.

12. NEW THORDON SHAFT SEALS

References

- **W** Engine, Gear and Shafting Arrangement Drawing No. 039-300
- **X** Shafting Arrangement Drawing No. 039-302
- **V** Engine Room Transverse Views Drawing No. 921-321
- **Y** Thordon TG100R Seal Assembly Drawing No. TG100R-S5.250-00

For the vessel’s specialized Hundested equipment, it’s required that the Contractor hire an onsite Hundested technical representative for consulting installation, (**Pacific Marine Equipment, LLC, Hundested Propeller US, LLC**, 309 S. Cloverdale St., Unit C18, Seattle, WA 98108, Office: 206-281-9841, Cell: 206-300-2353) specification’s, recommendations and questions. Any issues and/or differences in opinion between the contractor and the owner, shall be resolved by consulting directly with Hundested.

New Thordon TG100R Seal Assembly #2, 5.250” Shaft Seal shall be provided by Owner Representative.

Contractor shall remove two (2) complete sets of Hundested EJ 133 Mane Bar Seals from 5” stainless shafts and wear face seals located in Engine room bulkhead (confined space).

STATE OF ALASKA – INVITATION TO BID	ITB 2024-1100-0334
	RV Kestrel 2024 Shipyard Services

Install new Thordon TG100R Seal Assembly shaft seal system in Accordance to Thordon Bearings Inc. instruction manual. Welding may be conducted and may require a lookout. All work shall be done in engine room (confined space).

Contractor shall conduct both dock and sea trials on entire shaft system, check for leaks, prove and verify that the new Shaft Seal systems are working correctly. Vessel shall not undock, or operate, under its own power until dockside trials are complete. (Trials shall occur under the supervision of the vessel’s Master and the Hundedsted Representative). Sea trials will consist of a minimum of 4 hours of full speed operation during which time Contractor will monitor and record gear, bearing, seal, oil, and water temperatures. Sea trial data shall be delivered to Owner’s Representative after trials.

13. REMOVE/REBUILD/PAINT SKIFF DAVITS

References

- **Z** Aft Focsle Deck Arrangement Drawing No. 039-123
- **AA** Deck Arrangement Hydrographic Mode FR 0-23 Drawing No. 039-156
- **BB** Main Deck Davit Arrangement Drawing No. 039-128
- Photos

Contractor shall remove four (4) steel skiff davits and bases (mounts) from main deck. Remove, clean, and degrease 8 grease pins, 20 steel sheaves and keeper plates (five sheaves per davit). Cover and protect all 20 stainless shaft for sheaves, before sandblasting. Inspect 8 grease pins and change necessary bushings or bearings for proper movement and greasing.

Sandblast davits bases (mounts), and keeper plates for sheaves (20 total) with SSPC SP-10. Degrease if necessary. Paint Ameron 302 dimecoat primer at 3-4 mils dry minimum, apply next over dimecoat with Ameron 240 LT (low temp) black at 5-7 mils dry minimum, apply final coat with Amershield black at 4-5 mils dry minimum. Install 20 steel sheaves back on skiff davits, grease and spin sheaves for proper movement and lubrication. Install bases and davits back on main deck, grease all 8 grease pins, and test hydraulics on skiff davit system for proper movement.

14. NEW FURUNO CSH-8L MARK-2 FULL CIRCLE SCANNING SONAR

References

- **E** Engine Cooling Schematic Drawing No. 039-202
- **V** Engine Room Transverse Views Drawing No. 921-321
- **C** Furuno CSH-8L Mark2 Installation Manual

Contractor shall consult with Furuno Technical Representatives for installation of sound dome. (ACE Electronics, 908 S Nordic Drive, Petersburg, Alaska 99833). Or (Furuno USA, 4400 NW Pacific Rim Blvd, Camas, WA 98607. Phone: (360) 834-9300) Installation shall conducted in accordance to Furuno’s Installation Manual and Furuno Consultant.

Contractor shall remove existing CH-37 sector sonar display/control box (located in Wheelhouse), CH-342 Sound dome (located in Auxiliary Machinery Space. Confined Space) including processing unit and all wiring for the Furuno CH-37 Sonar System.

STATE OF ALASKA – INVITATION TO BID	ITB 2024-1100-0334
	RV Kestrel 2024 Shipyard Services

Contractor shall conduct both dock and sea trials on new Furuno CSH-8L Sonar Sound Dome to prove and verify there are no leaks. Trials shall occur under the supervision of the vessel’s Master and the Furuno technical representative.

15. NEW LED NAVIGATION LIGHTS

References

- **KK** Nav Light Plan Drawing No. 039-020
- **LL** Navigation Light Panel Drawing No. 039-590-101

The power supply section consists of one (110VAC) supply and a standard 24VDC input. The 110VAC input is transformed down and rectified to give a non-filtered full wave 24VDC. Either of these two power sources are selected by the master control switch and are used to supply the navigation lamps. The output of both supplies is also combined through the two (2) 1N5402 diodes and is fed to the series pass regulator consisting an LM350K set to provide a constant 12VDC output. This regulated output is used to power all the logic circuits through the onboard 5Volt regulators as well as the lamp test source supply.

The R/V Kestrel is equipped with Aqua Signal Model 70D (Double lens) and model 55 (Single Lens) navigation lights. The lights are constructed of matte black glass-fibre reinforced polycarbonate, watertight, c/w watertight access cap. All lights except NUC (Not Under Command) and RIAM (Restricted In Ability to Maneuver) lights shall comprise of single filament lamps fitted in double lens lanterns. NUC and RIAM lights shall be of single lens type, mounted in pairs abeam of the mast. Masthead Light is a Duplex (double lens) White 225 degrees, Stern Light is a Duplex (double lens) White 135 degrees, Port Side Light is a Duplex (double lens) Red 112.5 degrees, Starboard Side Lights is a Duplex (double lens) Green 112.5 degrees, Anchor Light is a Duplex (double lens) White 360 degree. RIAM light is a Single Lens White 360 degrees, NUC #1 light is a Single Lens Red 360 degrees, NUC #2 light is a Single Lens Red 360 degrees.

Contractor shall remove existing Nortek/Aqua Signal Incandescent lighting system and install new LED Navigation Light System. The new LED Navigation Light System and Dimmable Panel must be United States Coast Guard Approved and installed to United States Coast Guard standards for our size vessel. The LED Navigation Light System, Dimmable Panel, and wiring shall be provided by Contractor.

16. WELD 4” COPPER NICKLE PIPE, REPLACE BUTTERFLY VALVES

References

- **F** Bilge, Ballast, and Fire Schematic Drawing No. 039-200
- Photos

The 4” Round Main Saltwater Cooling Copper Nickle Pipe was previously cut to shorten the length of the cooling pipe. A 4” Straub Stainless Grip-L pipe coupling with part number 20825, is installed over cut on pipe. Straub Pipe coupling is to be given to Owner Representative.

STATE OF ALASKA – INVITATION TO BID	ITB 2024-1100-0334
	RV Kestrel 2024 Shipyard Services

Contractor shall remove and install three (3) new saltwater butterfly valves for the engine cooling system. The 4” Port butterfly valve, 2” butterfly valve for port Auxiliary, and 2 ½” butterfly valve for Port Main Engine.

Contractor shall weld the 4” Round Main Saltwater Cooling Copper Nickle Pipe back together. All Work shall be done in place and in Engine Room (confined space).

CONTINGENT WORK ITEMS (IF TIME AND FUNDING ALLOWS)

1. NEW GALLEY FLOORING

References

- **R** Main Deck Arrangement Plan Drawing No. 039-402
- Photos

Two (2) floor drains are located in the middle and forward middle of galley floor. Contractor shall carefully remove approximately 150 square feet of existing Dex-O-Tex AAMC CS-250 epoxy Terrazo topcoat flooring and 100mm against all bulkheads. Removal shall be without damaging Dex-O-Tex Subkote No.1. underlayment. Clean, degrease, and allow to fully dry. Apply approximately 150 square feet of new topcoat of AAMC-CS 250 epoxy Terrazo TM-14 Yellow. Terrazo to be applied with generous radius in all corners and coved approximately 100mm against all bulkheads.

2. REBUILD/PAINT DECK CRANE

References

- **DD** Alaska Marine Crane 6” Cylinder Drawing No. PN-791
- **EE** Alaska Marine Crane Drawing No. 4
- **FF** Alaska Marine Crane Drawing No. 3
- **GG** Alaska Marine Crane Drawing No. 2
- **HH** Alaska Marine Crane Drawing No. 1

Contractor shall remove/rebuild Alaska Marine Crane Model MCK 420, serial number 89522. Rebuild two (2) Alaska Marine Crane Model Number BO-2841 counter balances, two (2) rotating motors Alaska Crane Part Number BO-3303, two (2) hydraulic brakes Alaska Marine Crane Number BO-2368, two (2) planetary gears Alaska Marine Crane Part Number BO-3297, two (2) hydraulic 6” RAMs with a stroke of 39” (Reference 6” Cylinder Drawing number PN-791), and rebuild Pullmaster M4 winch. Remove 10” and 6” sheaves to get flamsprayed (Reference Drawing Number 1 and 4). Inspect ring gear for replacement.

Contractor shall sandblast entire deck crane including base, hydraulic cylinders and Pullmaster winch with SSPC SP-10. Degrease if necessary. Paint Ameron 302 dimecoat primer at 3-4 mils dry minimum, apply next over dimecoat with Ameron 240 LT (low temp) black at 5-7 mils dry minimum, apply final coat with Amershield black at 4-5 mils dry minimum.

STATE OF ALASKA – INVITATION TO BID	ITB 2024-1100-0334
	RV Kestrel 2024 Shipyard Services

3. PROPELLER LINE CUTTERS

References

- **II** Cadyma Knives Attachment 1 of 2
- **JJ** Cadyma Knives Attachment 2 of 2

Contractor shall install eight (8) Cadyma Knives. Set of four (4) per shaft. One (1) set for clockwise rotating propeller and one (1) set for counter-clockwise rotating propeller. The R/V Kestrel has counter-rotating propulsion system. Installation shall be in Accordance to Cadyma Knives Installation Manual and Attachment. The equipment will be provided by the state.

SEC. 2.02 CONTRACT TERM

The length of the contract will be from the date of award, approximately **September 2024**, until work completion. Although the contract is anticipated to be signed in September, work will begin November 1, 2024, and should be completed by January 31, 2025.

Unless otherwise provided in this ITB, the State and the successful bidder/contractor agree: (1) that any extension 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) the procurement officer will provide notice to the contractor of the intent to cancel such month-to-month extension at least 30 days before the desired date of cancellation. A month-to-month extension may only be executed by the procurement officer via a written contract amendment.

SEC. 2.03 CONTRACT TYPE

This contract is a fixed price contract.

SEC. 2.04 PAYMENT FOR STATE PURCHASES

No payment will be made until the contract is approved by the Commissioner of the Department of Fish and Game or the Commissioner's designee. Under no conditions will the state be liable for the payment of any interest charges associated with the cost of the contract. The state is not responsible for and will not pay local, state, or federal taxes. All costs associated with the contract must be stated in U.S. currency.

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. 2.05 PROMPT PAYMENT FOR STATE PURCHASES

The state is eligible to receive a **5%** discount for all invoices paid within **15** business days from the date of receipt of the commodities or services and/or a correct invoice, whichever is later. The discount shall be taken on the full invoice amount. The state shall consider payment being made as either the date a printed warrant is issued or the date an electronic funds transfer (EFT) is initiated.

STATE OF ALASKA – INVITATION TO BID	ITB 2024-1100-0334
	RV Kestrel 2024 Shipyard Services

SEC. 2.06 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 Administrative Services.

SEC. 2.07 CONTRACT PRICE ADJUSTMENTS

This is a fixed price contract.

SEC. 2.08 CONTRACT PERFORMANCE LOCATION

The R/V Kestrel is homeported in Petersburg, Alaska. Given that the services requested in this ITB are unavailable in Petersburg, it is understood that the vessel will be required to leave Petersburg in order to complete the project. With the unpredictable weather in the Gulf of Alaska during wintertime, the vessel is unable to travel north of Southeast Alaska for this project as the vessel design is not suitable for open seas travel. All proposed locations of work must be south of Petersburg. Bids requiring the vessel to travel north of Petersburg will be deemed nonresponsive.

The location(s) the work is to be performed, completed, and managed is at the awarded contractors shipyard.

The state **WILL NOT** provide workspace for the contractor. The contractor must provide its own workspace.

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 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.

SEC. 2.10 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.

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;

STATE OF ALASKA – INVITATION TO BID	ITB 2024-1100-0334
	RV Kestrel 2024 Shipyard Services

- 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. 2.11 JOINT VENTURES

Joint ventures are acceptable. If submitting a bid as a joint venture, the bidder must submit a copy of the joint venture agreement which identifies the principals involved and their rights and responsibilities regarding performance and payment.

SEC. 2.12 RIGHT TO INSPECT PLACE OF BUSINESS

At reasonable times, the state may inspect those areas of the contractor's place of business that are related to the performance of a contract. If the state makes such an inspection, the contractor must provide reasonable assistance.

SEC. 2.13 F.O.B. POINT

The cost of shipping and delivery for orders beyond the limits of the awardee's shipyard will be handled as follows. The contractor will prepay the shipping and delivery charges to any destination named by the state in its order. The contractor will charge-back those shipping and delivery charges to the state as a separate item on the state's invoice. These charges must be billed as a pass-through charge.

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.

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 EQUIPMENT INSPECTION

Equipment offered (including for lease) may be subject to inspection and approval by the state prior to the award of the ITB. The equipment and attachments must be in good repair and capable of performing the work for which they were designed.

STATE OF ALASKA – INVITATION TO BID	ITB 2024-1100-0334
	RV Kestrel 2024 Shipyard Services

SEC. 2.16 NEW EQUIPMENT

Equipment offered in response to this ITB must be new equipment. New equipment means equipment that is currently in production by the manufacturer and is still the latest model, edition or version generally offered. The equipment must be warranted as new by the manufacturer and may not have been used for any purpose, other than display (not demonstration), prior to its sale to the state. The state will not accept remanufactured, used, or reconditioned equipment, unless approved by the state, and meets the requirements in section 2.17. It is the contractor's responsibility to ensure that each piece of equipment delivered to the state complies with this requirement. A contractor's failure to comply with this requirement will cause the state to seek remedies under breach of contract.

SEC. 2.17 REMANUFACTURED/RECONDITIONED EQUIPMENT

Remanufactured/reconditioned is acceptable provided it meets the requirements of this clause and the requirements of the rest of this ITB and is approved by state. Remanufactured/reconditioned equipment is defined as used equipment that has been remanufactured/reconditioned and restored to new condition. All remanufactured/reconditioned equipment must have the same warranty as new equipment and be certified as maintainable by its manufacturer. Bidders should attach a copy of this certification to their bid. A bidder's failure to provide the document(s) mentioned above, within the time required by the state, will cause the state to consider the bid non-responsive and reject the bid.

SEC. 2.18 LEMON CLAUSE

Reserved.

SEC. 2.19 DISCONTINUED ITEMS

In the event an item is discontinued by the manufacturer during the life of the contract, another item may be substituted, provided that the procurement officer makes a written determination that it is equal to or better than the discontinued item and provided that it is sold at the same price or less than the discontinued item.

SEC. 2.20 LIQUIDATED DAMAGES

The state will include liquidated damages in this contract to assure its timely completion. The amount of actual damages will be difficult to determine. For the purposes of this contract the state has set the rate of liquidated damages at \$2,500.00 per day. If the contractor fails to perform, the state will begin to collect liquidated damages after either 45 days or January 31, 2025, and will continue to collect them until the completion of work.

SEC. 2.21 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. 2.22 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

STATE OF ALASKA – INVITATION TO BID	ITB 2024-1100-0334
	RV Kestrel 2024 Shipyard Services

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 and issued a written contract amendment.

SEC. 2.23 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. 2.24 BILLING INSTRUCTIONS

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

1. Invoice number.
2. Invoice date.
3. Work completed – itemized list.
4. Line itemized ordered product.
5. Shipping cost if applicable.
6. Work completion date.

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. 2.25 ESTIMATED QUANTITIES

The quantities referenced in this ITB are estimated requirements and may vary more or less from the quantities actually purchased. The State does not guarantee any minimum or maximum purchase. Orders will be issued throughout the contract period on an as-needed basis.

SEC. 2.26 WARRANTY

The contractor warrants every unit purchased against faulty materials and workmanship for a minimum period of at least 1-year . If, during this period, faults develop with the unit or components of the unit, they will be repaired or replaced without any cost, including any transportation or freight cost, to the state. Bids, which include supplemental warranties, will be accepted, but supplemental warranties that conflict with or diminish the state's rights under this warranty clause will be considered null and void. The state is not responsible for identifying conflicting warranty conditions before issuing a contract award. After award of the contract:

1. if a conflict arises between the supplemental warranty and the warranty in this ITB, the warranty in the ITB will prevail; and
2. if the state's rights are diminished as a result of application of the supplemental warranty, the supplemental warranty will be considered null and void and the ITB warranty will prevail.

By signature on the face page of this ITB the bidder acknowledges this requirement and indicates unconditional acceptance of this warranty clause.

STATE OF ALASKA – INVITATION TO BID	ITB 2024-1100-0334 RV Kestrel 2024 Shipyard Services
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SEC. 2.27 NONDISCLOSURE AND CONFIDENTIALITY

Contractor agrees that all confidential information shall be used only for purposes of providing the deliverables and performing the services specified herein and shall not disseminate or allow dissemination of confidential information except as provided for in this section. The contractor shall hold as confidential and will use reasonable care (including both facility physical security and electronic security) to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, the confidential information. “Reasonable care” means compliance by the contractor with all applicable federal and state law, including the Social Security Act and HIPAA. The contractor must promptly notify the state in writing if it becomes aware of any storage, disclosure, loss, unauthorized access to or use of the confidential information.

Confidential information, as used herein, means any data, files, software, information or materials (whether prepared by the state or its agents or advisors) in oral, electronic, tangible or intangible form and however stored, compiled or memorialized that is classified confidential as defined by State of Alaska classification and categorization guidelines provided by the state to the contractor or a contractor agent or otherwise made available to the contractor or a contractor agent in connection with this contract, or acquired, obtained or learned by the contractor or a contractor agent in the performance of this contract. Examples of confidential information include, but are not limited to technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data (infrastructure, architecture, operating systems, security tools, IP addresses, etc.).

If confidential information is requested to be disclosed by the contractor pursuant to a request received by a third party and such disclosure of the confidential information is required under applicable state or federal law, regulation, governmental or regulatory authority, the contractor may disclose the confidential information after providing the state with written notice of the requested disclosure (to the extent such notice to the state is permitted by applicable law) and giving the state opportunity to review the request. If the contractor receives no objection from the state, it may release the confidential information within 30 days. Notice of the requested disclosure of confidential information by the contractor must be provided to the state within a reasonable time after the contractor’s receipt of notice of the requested disclosure and, upon request of the state, shall seek to obtain legal protection from the release of the confidential information.

The following information shall not be considered confidential information: information previously known to be public information when received from the other party; information freely available to the general public; information which now is or hereafter becomes publicly known by other than a breach of confidentiality hereof; or information which is disclosed by a party pursuant to subpoena or other legal process and which as a result becomes lawfully obtainable by the general public.

SEC. 2.28 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.

STATE OF ALASKA – INVITATION TO BID	ITB 2024-1100-0334
	RV Kestrel 2024 Shipyard Services

“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. 2.29 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.

STATE OF ALASKA – INVITATION TO BID	ITB 2024-1100-0334
	RV Kestrel 2024 Shipyard Services

SECTION 3. BID FORMAT AND CONTENT

SEC. 3.01 BID FORMS

Bidders shall use the front page of this ITB, the Bid Submission Cover Sheet, 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:

- B. the laws of the State of Alaska;
- C. the applicable portion of the Federal Civil Rights Act of 1964;
- D. the Equal Employment Opportunity Act and the regulations issued thereunder by the state and federal government;
- E. the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the state and federal government;
- F. all terms and conditions set out in this ITB;
- G. the price(s) submitted was arrived at independently arrived and without collusion, under penalty of perjury; and
- H. 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 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. 3.02 BID BOND – PERFORMANCE BOND – SURETY DEPOSIT

Bid Bond

Bidders must obtain a bid bond and submit it with the bid. The amount of the bid bond for this contract is 5% of the offerors bid amount. If a bidder is selected to receive the contract and fails to negotiate or fails to deliver a fully executed contract after negotiation, the bid bond will be immediately forfeited to the state. The time limit for negotiation or delivery of a contract is 14-days from the date the bidder receives notice from the procurement officer. bids submitted without a bid bond will be rejected.

Performance Bond

Bidders must obtain a letter of commitment for a performance bond from a bonding company and submit it with the bid. The amount of the performance bond must be equal to the entire dollar value of a bidder's offer, for the full

STATE OF ALASKA – INVITATION TO BID	ITB 2024-1100-0334
	RV Kestrel 2024 Shipyard Services

term of the contract. If the contractor fails to satisfactorily perform the contract, the bonding company that provided the performance bond will be required to obtain timely performance of the contract. The actual performance bond must be obtained from the bonding company and provided to the state within 30-days of the date of award of the contract. A bidder's failure to provide the performance bond, within the required time, will cause the state to reject the bid or cancel the contract.

Surety Deposit

In lieu of a performance bond, an irrevocable letter of credit, or cash, may be substituted. The amount of the surety deposit must be 5% of the offeror's bid price. Substitution of a surety deposit must be approved by the Commissioner of the Department of Fish and Game prior to its submittal. A bidder's failure to provide the surety deposit, within the required time, will cause the state to reject the bid.

SEC. 3.03 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.

STATE OF ALASKA – INVITATION TO BID	ITB 2024-1100-0334
	RV Kestrel 2024 Shipyard Services

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:

<https://oppm.doa.alaska.gov/policy-oversight/policy-resources/user-guide-matrixes/>

- 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;

STATE OF ALASKA – INVITATION TO BID	ITB 2024-1100-0334
	RV Kestrel 2024 Shipyard Services

- 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

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

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

STATE OF ALASKA – INVITATION TO BID	ITB 2024-1100-0334
	RV Kestrel 2024 Shipyard Services

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.

STATE OF ALASKA – INVITATION TO BID	ITB 2024-1100-0334
	RV Kestrel 2024 Shipyard Services

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. To be considered responsive, bidders must bid on all items.

SEC. 4.13 CONTRACTOR SELECTION PROCESS

Once the contracts are established this selection process will be used. When the state needs to order the product or service, the lowest priced contractor for that location will be contacted first. If, for any reason, the lowest contractor is not available to perform the needed service, the state will contact the next lowest priced contractor for that location. This process will continue until a contractor who can perform the service is located. The location of the contractor initially contacted will be determined by the starting location of the call-out. For example, if a there was a need to transport a person from Anchorage to Fairbanks and then guard the person for two days in Fairbanks, the agency would contact Anchorage contractors, even though a substantial portion of the actual service would be performed in Fairbanks.

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 sent 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.

STATE OF ALASKA – INVITATION TO BID	ITB 2024-1100-0334
	RV Kestrel 2024 Shipyard Services

SECTION 5. GENERAL PROCESS AND LEGAL INFORMATION

SEC. 5.01 INFORMAL DEBRIEFING

When the contract is completed, an informal debriefing may be performed at the discretion of the procurement officer. If performed, the scope of the debriefing will be limited to the products provided or work performed by the contractor.

SEC. 5.02 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES

Prior to the award of a contract, a bidder must hold a valid Alaska business license. However, 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. 5.03 AUTHORITY

This ITB is written in accordance with AS 36.30 and 2 AAC 12.

STATE OF ALASKA – INVITATION TO BID	ITB 2024-1100-0334
	RV Kestrel 2024 Shipyard Services

SEC. 5.04 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. 5.05 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, unless approved by the State.

SEC. 5.06 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. 5.07 BRAND SPECIFIC

Certain items may be designated brand specific. When an item is designated no substitutions for the brand and model specified will be allowed.

SEC. 5.08 ITEM UPGRADES

The state reserves the right to accept upgrades to models on the basic contract when the upgrades improve the way the equipment operates or improve the accuracy of the equipment. Such upgraded items must be at the same price as the items in the basic contract.

SEC. 5.09 WORKMANSHIP AND MATERIALS

All work must be performed in a thorough and workmanlike manner and in accordance with current industry practices. The contractor will be held responsible for the quality of the service, maintenance, and inspections. Service, maintenance, and inspections that are improperly done will be redone, by the contractor, at the contractor's risk and expense.

SEC. 5.10 CONTRACTOR SITE INSPECTION

The state may conduct on-site visits to evaluate the bidder's capacity to perform the contract. A bidder must agree, at risk of being found non-responsive and having its bid rejected, to provide the state reasonable access to relevant portions of its work sites. Individuals designated by the procurement officer at the state's expense will make site inspection.

SEC. 5.11 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.

STATE OF ALASKA – INVITATION TO BID	ITB 2024-1100-0334
	RV Kestrel 2024 Shipyard Services

SEC. 5.12 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. 5.13 RIGHT OF REJECTION

Bidders must comply with all 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 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 counteroffer 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 bidders,
- 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 is determined to be in the state’s best interest.

A bid from a debarred or suspended bidder shall be rejected.

SEC. 5.14 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. 5.15 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.

STATE OF ALASKA – INVITATION TO BID	ITB 2024-1100-0334 RV Kestrel 2024 Shipyard Services
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The Office of Procurement and Property Management (OPPM), or their designee recognizes that some information a bidder 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 a bidder submits with its bid as CBI, the bidder must do the following when submitting their bid: (1) mark the specific information it asserts is CBI; and (2) for each discrete set of such information, identify, in writing, each authority the bidder asserts make the information CBI. If the bidder does not do these things, the information will become public after the Notice of Intent to Award is issued. If the bidder does these things, OPPM or their designee will evaluate the bidder’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 bidder an opportunity to object to the disclosure of the information.

SEC. 5.16 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. 5.17 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. 5.18 DEFAULT

In case of default by the contractor, for any reason whatsoever, the state 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.

SEC. 5.19 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. 5.20 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.

STATE OF ALASKA – INVITATION TO BID	ITB 2024-1100-0334
	RV Kestrel 2024 Shipyard Services

SEC. 5.21 CONTRACT CANCELLATION

- 1) The state reserves the right to cancel the contract at its convenience upon 30 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.
- 2) 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.

SEC. 5.22 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. 5.23 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 to meet these requirements, the procurement officer may not accept the bidder as a qualified bidder under AS 36.30.

SEC. 5.24 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 contact 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.

STATE OF ALASKA – INVITATION TO BID	ITB 2024-1100-0334
	RV Kestrel 2024 Shipyard Services

- **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. 5.25 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 bidder 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 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.

STATE OF ALASKA – INVITATION TO BID	ITB 2024-1100-0334
	RV Kestrel 2024 Shipyard Services

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."

STATE OF ALASKA – INVITATION TO BID	ITB 2024-1100-0334
	RV Kestrel 2024 Shipyard Services

SECTION 6. ATTACHMENTS

SEC. 6.01 ATTACHMENTS

Attachments:

- 1) Bid Schedule (Must be completed in entirety to be considered responsive)
- 2) Standard Agreement for Professional Services (Informational only)
- 3) Appendix B – Insurance and Indemnification (Information only)
- 4) Appendix F – Debarment (Mandatory to be considered responsive)
- 5) (Mandatory to be considered responsive)

**ALASKA DEPARTMENT OF FISH AND GAME INVITATION TO BID R/V Kestrel
BID SCHEDULE**

*Prices include all labor and materials in U.S. Dollars. All items must be bid on to be considered responsive. Partial Bid Schedules may be considered non-responsive.

Work Item	Work Item Price	Work Item Total
1 Dry Docking		\$
2 Power Wash Hull		\$
3 Sea Chest, Strainer And Valves		\$
4 Zincs		
4.1 Install (24) Z-22 Hull Zincs	\$	
4.2 Install (2) Hub Zincs	\$	
4.3 Install (1) Z-3 Sea Chest Zinc	\$	
4.4 Install (2) X-47-3 Keel Cooler Zincs	\$	
4.5 Install (4) Rudder Zincs	\$	
Total for Work Item #4 Zincs		\$
5 Paint		
5.1 Keel to Waterline	\$	
5.2 Waterline to Topside	\$	
5.3 Paint Machinery Space	\$	
Total for Work Item #5 Paint		\$
6 Rudder Removal, Inspection, and Installation		\$
7. Shafts Removal, Inspection, and Installation		\$
8. Propeller Hub and Blade Removal, Inspection Installation		\$
9. Propeller Shaft Cutlass Rubber Bearings Replacement		\$
10. Rebuild Lo-Rez Vibration Dampeners & Couplings		\$
11. Rebuild Kobelt Pneumatic Control System		\$
12. New Thordon Shaft Seal System		\$
13. Remove/Rebuild/Paint Skiff Davits		\$
14. New Furuno CSH-8L Mark-2 Full Circle Scanning Sonar		\$
15. New LED Navigation Lights		\$

Bidder Name: _____ **Proposed Work Dates From:** ___ / ___ /202 to
___ / ___ /202

Ordering Address: _____

Contact _____

Phone _____

Email _____

Fax _____

Address where work will be performed: _____ _____ _____

Award will be made to the lowest responsive and responsible bidder based on the total of all Work Items and the inter-port differential (described in General Terms and Conditions).

STANDARD CONTRACT FORM

Goods and Non-Professional Services

The parties' contract comprises this Standard Contract Form, as well as its referenced Articles and their associated Appendices.

1. Agency Contract Number	2. Contract Title	3. Agency Fund Code	4. Agency Appropriation Code
5. Vendor Number	6. IRIS GAE Number (if used)	7. Alaska Business License Number	
This contract is between the State of Alaska,			
8. Department of	Division	hereafter the State, and	
9. Contractor			hereafter the Contractor
Mailing Address	Street or P.O. Box	City	State ZIP+4

10.	
ARTICLE 1. Appendices: Appendices referred to in this contract and attached to it are considered part of it.	
ARTICLE 2. Performance of Contract:	
2.1 Appendix A (General Conditions), Items 1 through 19, govern contract performance.	
2.2 Appendix B sets forth the indemnification and insurance provisions of this contract.	
2.3 Appendix C sets forth the scope of work/services to be performed by the contractor.	
ARTICLE 3. Period of Performance: The period of performance for this contract begins _____, and ends _____.	
ARTICLE 4. Considerations:	
4.1 In full consideration of the contractor's performance under this contract, the State shall pay the contractor a sum not to exceed \$_____ in accordance with the provisions of Appendix D.	
4.2 When billing the State, the contractor shall refer to the Agency Contract Number and send the billing to:	
11. Department of	Attention: Division of
Mailing Address	Attention:

12. CONTRACTOR	13. CONTRACTING AGENCY
Name of Firm	Department/Division
Signature of Authorized Representative	Signature of Procurement Officer
Typed or Printed Name of Authorized Representative	Typed or Printed Name of Procurement Officer
Date	Date

NOTICE! This contract has no effect until signed by the head of the contracting agency, procurement officer or designee.

**APPENDIX A
GENERAL CONDITIONS**

1. Inspections and Reports:

The department may inspect, in the manner and at reasonable times it considers appropriate, all of the contractor's facilities and activities under this contract. The contractor shall make progress and other reports in the manner and at the times the department reasonably requires.

2. Suitable Materials, Etc.:

Unless otherwise specified, all materials, supplies or equipment offered by the contractor shall be new, unused, and of the latest edition, version, model, or crop and of recent manufacture.

3. 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

4. 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.

5. No Assignment or Delegation:

The contractor may not assign or delegate this contract, or any part of it, or any right to any of the money to be paid under it, except with the written consent of the Procurement Officer.

6. No Additional Work or Material:

No claim for additional supplies or 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.

7. Independent Contractor:

The contractor and any agents and employees of the contractor act in an independent capacity and are not officers or employees or agents of the State in the performance of this contract.

8. Payment of Taxes:

As a condition of performance of this contract, the contractor shall pay all federal, State, and local taxes incurred by the contractor and shall require their payment by any subcontractor or any other persons in the performance of this contract. Satisfactory performance of this paragraph is a condition precedent to payment by the State under this contract.

9. Compliance:

In the performance of this contract, 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.

10. Conflicting Provisions:

Unless specifically amended and approved by the Department of Law, the terms of this contract supersede any provisions the contractor may seek to add. The contractor may not add additional or different terms to this contract; AS 45.02.207(b)(1). The contractor specifically acknowledges and agrees that, among other things, provisions in any documents it sees to append hereto that purport to (1) waive the State of Alaska's sovereign immunity, (2) impose indemnification obligations on the State of Alaska, or (3) seek to limit liability of the contractor for acts of contractor negligence, are expressly superseded by this contract and are void.

11. Officials Not to Benefit:

Contractor must comply with all applicable federal or State laws regulating ethical conduct of public officers and employees.

12. Contract Prices:

Contract prices 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 for services must be 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.

13. Contract Funding:

Contractors 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.

14. Force Majeure:

The parties to this contract are not liable for the consequences of any failure to perform, or default in performing, any of their 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 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.

15. Contract Extension:

Unless otherwise provided, the State and the contractor agree: (1) that any holding over of the contract excluding any exercised renewal options, will be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect, and (2) to provide written notice to the other party of the intent to cancel such month-to-month extension at least thirty (30) days before the desired date of cancellation.

16. Severability:

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

17. Continuing Obligation of Contractor:

Notwithstanding the expiration date of this contract, the contractor is obligated to fulfill its responsibilities until warranty, guarantee, maintenance, and parts availability requirements have completely expired.

18. Termination.

- a. The Procurement Officer, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the State. In the absence of breach of contract by the contractor, 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.
- b. The Procurement Officer may also, by written notice, terminate this contract under Administrative Order 352 if the contractor supports or participates in a boycott of the State of Israel.

19. Governing Law; Forum Selection

This contract is governed by the laws of the State of Alaska. To the extent not otherwise governed by Article 3 of this Appendix, any claim concerning this contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

APPENDIX B¹
INDEMNITY AND INSURANCE

Article 1. Indemnification

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

Article 2. Insurance

Without limiting contractor's indemnification, it is agreed that contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the contractor's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the contracting officer prior to beginning work and must provide for a notice of cancellation, 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.

2.1 Workers' Compensation Insurance: The Contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against the State.

2.2 Commercial General Liability Insurance: covering all business premises and operations used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per claim.

2.3 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 claim.

Appendix F
Certification Regarding Debarment, Suspension, Ineligibility
and Voluntary Exclusion Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participant's responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

Before completing certification, read the instructions on the following page, which are an integral part of the certification

1. The prospective recipient of Federal assistance funds certifies, by submission of this bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective recipient of Federal assistance funds is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this Proposal.

Name and Title of Authorized Representative

Signature

Date

Instructions for Certification

1. By signing and submitting this Proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this class is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to whom this Proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "Proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this Proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this Proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this Proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous.
A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

ALASKA BIDDER PREFERENCE CERTIFICATION FORM

AS 36.30.321 (A) / AS 36.30.990 (2)

Solicitation Number	
Project Description	
Business Name	
Alaska Business License Number	

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.

SIGNATURE

By signature below, I certify under penalty of law that I am an authorized representative of the above entity and all information on this form is true and correct to the best of my knowledge.

Printed Name:	
Title:	
Date:	
Signature:	

Alaska Bidder Preference: Do you believe your firm qualifies for the Alaska Bidder Preference?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Alaska Veterans Preference: Do you believe your firm qualifies for the Alaska Veteran Preference?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Alaska Military Skills Program Preference: Do you believe your firm qualifies for the Alaska Military Skills Program Preference?	<input type="checkbox"/> Yes <input type="checkbox"/> No

To qualify for and claim the **Alaska Bidder Preference** you must answer **YES** to all questions in the Alaska Bidder Preference Question section below:

Alaska Bidder Preference Questions

1	Does your business hold a current Alaska business license per AS 36.30.990(2)(A)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2	Is your business submitting a bid or proposal under the name appearing on the Alaska Business license identified above? Per AS36.30.990 (2)(B)?	<input type="checkbox"/> Yes <input type="checkbox"/> 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)?	<input type="checkbox"/> Yes <input type="checkbox"/> No

If the answer to question 3 is YES, complete the following:

Physical Place of Business Address	
City	
Zip Code	

“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 the Place of Business identified above meets this definition?	<input type="checkbox"/> Yes <input type="checkbox"/> No
------------------------------------------------------------------------------	----------------------------------------------------------

Per AS 16.05.415(a) per 2AAC 12.990(b)(7), the bidder or offeror, or at least one employee of the bidder or offeror must be a resident of the state?

1	Do you certify 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)(2)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2	Do you certify the resident(s) used to meet this requirement has maintained a domicile in Alaska for the 12 months immediately preceding the deadline set for receipt of bids or proposals per AS 16.05.415(a)(2)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3	Do you certify the resident(s) used to meet this requirement is only claiming residency in Alaska per AS 16.05.415(a)(3)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4	Do you certify the resident 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)?	<input type="checkbox"/> Yes <input type="checkbox"/> No

Per AS 36.30.990(2)(D), is your business:

1	Incorporated or qualified to do business under the laws of the state?	<input type="checkbox"/> Yes <input type="checkbox"/> No
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If yes, enter the current Alaska Corporate Entity Number:

Indicate below how your business is organized:

1	Is your business a Sole Proprietorship and the Proprietor is a resident of the state?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2	Is your business a Limited Liability Corporation organized under AS 10.50 and ALL members are residents of the state?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If the answer to question 2 above is YES, please identify each member by name:		
3	Is your business a partnership under former AS32.05, AS32.06, or AS32.11 and all partners are residents of the state?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If the answer to question 3 above is YES, please identify each partner by name:		

Alaska Veterans Preference Questions:

To qualify for and claim the Alaska Veteran Preference, you must answer **YES** to the below questions as well as answer **YES** to all the questions in the Alaska Veteran Preference section above.

Per AS36.30.321(F), is your business:

1	A sole proprietorship owned by an Alaska veteran?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2	A partnership under AS32.06 or AS32.11 and a majority of the members are Alaska veterans?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3	A limited liability company organized under AS10.50 and a majority of the members are Alaska veterans?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4	A corporation that is wholly owned by individuals, and a majority of the individuals are Alaska veterans?	<input type="checkbox"/> Yes <input type="checkbox"/> No

Per AS36.30.321(F)(3), an "Alaska veteran" is defined as an individual who:

- A. Served in the:
- Armed forces of the United States, including a reserve unit of the United States armed forces ; or
 - Alaska Territorial Guard, The Alaska Army National Guard, the Alaska Air Nations Guards, or the Alaska Naval Militia; and,
- B. Was separated from services under a condition that was not dishonorable.

4	Do you certify the individual(s) indicated in items 1-4 above meet this definition and can provide documentation of their service and discharge in necessary?	<input type="checkbox"/> Yes <input type="checkbox"/> No
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Alaska Military Skills Program Preference Questions

To qualify for and claim the Alaska Military Skills Program Preference, you must answer **YES** to the below questions as well as answer **YES** to all the questions in the Alaska Bidder Preference section above.

Per 36.30.321(I), does your business:

1	Employ at least one person who is enrolled in, or within the past two years, graduated from, a United States Department of Defense SkillBridge or United States Army career skills program that offers civilian work experience through specific industry training, pre-apprenticeships, registered apprenticeships, or internships during the last 180 days before a service member separates or retires from the service; or	<input type="checkbox"/> Yes <input type="checkbox"/> No
2	Have an active partnership with an entity that employs an apprentice through a program described in item 1 above?	<input type="checkbox"/> Yes <input type="checkbox"/> No