

STATE OF ALASKA INVITATION TO BID (ITB)



SOUTHEAST ALASKA HARBOR PROPOISE SURVEY

ITB 2026-1100-0190

ISSUED 12/23/2025

STATE OF ALASKA, DEPARTMENT OF FISH AND GAME, DIVISION OF ADMINISTRATIVE SERVICES, IS SEEKING BIDS FROM QUALIFIED OFFERORS TO CONTRACT FOR THE USE OF A FULLY FUNCTIONAL VESSEL, INCLUDING A LICENSED CAPTAIN AND A MINIMUM OF ONE (1) CREW MEMBER, FOR USE BY THE ALASKA DEPARTMENT OF FISH AND GAME (ADF&G) AS LIVING QUARTERS AND AN OPERATIONS BASE DURING MARINE MAMMAL RESEARCH IN SOUTHEAST ALASKA.

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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SECTION 1. INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE ITB

State of Alaska, Department of Fish and Game, Division of Administrative Services, is seeking bids from qualified offerors to contract for the use of a fully functional vessel, including a licensed Captain and a minimum of one (1) Crew Member, for use by the Alaska Department of Fish and Game (ADF&G) as living quarters and an operations base during marine mammal research in Southeast Alaska. Charter Vessel will transport up to two 22' skiffs provided by ADF&G. During 2026, Charter Vessel will be performing daily transects (experience doing transects is highly desirable) with observers stationed aboard ADF&G skiff(s) and Charter Vessel itself. These surveys generally involve seven (7) ADF&G personnel and collaborators, but future projects could include up to twelve (12) personnel which are reimbursed per person/ per day. Work may take place anywhere in Southeast Alaska including inside and outer coastal waters.

SEC. 1.02 BUDGET

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

SEC. 1.03 DEADLINE FOR RECEIPT OF BIDS

Bids must be received no later than 2:00 pm Alaska Time on January 13, 2026, at which time they will be publicly opened. Late bids or amendments will be considered non-responsive and will not be opened or accepted for evaluation.

SEC. 1.04 PRIOR EXPERIENCE

In order for a bid to be considered responsive the bidder must meet these minimum prior experience requirements:

- **CAPTAIN AND CREW ABOARD THE VESSEL:**
This contract requires a Vessel Captain and at least one (1) Crew Member. The experience and licensing requirements for the Vessel Captain and Crew are set out below.
- **VESSEL REQUIREMENTS:**
 - A. Length of not less than sixty-seven (67) feet. Length will be determined by measuring the length overall from the foremost part of the hull to the aftermost part of the hull, excluding bowsprits, rudders, accessory brackets and similar fittings and attachments.
 - B. Vessel main engine(s) must be diesel powered. Bids offering gasoline-powered engines will be rejected as non-responsive.
 - C. Minimum cruising speed in calm seas must be nine (9) knots; ability to sustain ten (10) knots is also required.
 - D. Vessel must have all necessary equipment needed to and be able to safely tow two (2) ADF&G skiffs (22' Aluminum skiff and 21' Safe boat) or have a crane of sufficient lift to safely deck load the skiffs with engines in rough conditions often encountered along the outer coast of Alaska. The Charter Vessel must

be able to load and carry up to three hundred (300) gallons of unleaded skiff gas provided by ADF&G. The Vessel also must have easy access to and from skiffs tied alongside for both transfer of personnel and fueling.

E. Sleeping space to accommodate up to twelve (12) ADF&G personnel, in addition to sleeping space for the Vessel Captain and Crew; the number of ADF&G personnel will fluctuate, but twelve (12) will be the highest number. Each sleeping space used by ADF&G personnel must be at least twenty-six (26) inches wide at the shoulders and seventy-seven (77) inches long.

F. At least two (2) showers and two (2) heads must be available for the sole use of ADF&G personnel. Additional heads and showers are highly desirable.

G. Minimum one hundred (100) cubic feet of dry storage space for ADF&G optics and electronic equipment.

H. Dedicated flat working space and seating for three (3) ADF&G employees to work simultaneously on computers is required. At a minimum, there should be a space 24" wide x 36" long per person. This workspace will not be dismantled for every meal but will remain in place for the entire trip; it must not impede movement around the vessel. A temporary folding table will not be considered adequate workspace. This area must also have at least one 110-volt AC outlet near the table area and be available 24 hours per day.

I. A covered area with freshwater rinse-down hose away from berthing areas must be available for hanging and drying rain gear, boots, mustang suits, clothing, and other apparel. The vessel must also have an area for hanging wet gear to dry- a dedicated space within the engine room is acceptable.

J. Stove, oven, sink, galley table, and all materials and equipment necessary for daily meal preparation, cooking, and clean-up. The galley must have enough room to sit & serve seven (7) people at one time.

K. Refrigerated and freezer storage space sufficient to maintain perishable and frozen food for all onboard personnel for ten (10) continuous days of vessel operation.

L. Freezer space sufficient to maintain any biological specimens collected by ADF&G personnel for twenty one (21) continuous days of vessel operation. Approximately 5ft³ space is required for storing non- food items such as sea lion feces and bodily fluids stored in sealed bags and buckets.

M. Freshwater storage or seawater conversion capable of providing sufficient freshwater to permit ten (10) continuous days of vessel operation. Water supply must be sufficient for potable and drinking water needs, to permit daily washing of dishes, and to permit thrice-weekly (3) showers and once-weekly (1) clothes washing for all onboard personnel.

N. A washer & dryer must be available for ADF&G use.

O. A covered observation deck with a height of 17-20' above the waterline is required.

- **VESSEL CREW REQUIREMENTS:**

A. Crew to consist of a Captain with a current Near Coastal or Ocean Master's License and at least one (1) experienced Crewman. The Captain must have at least twelve (12) years of experience in Alaska waters, including ten (10) years of experience working throughout Southeast Alaska, and extensive

documented experience working along the outer coast. The Crewmen must have valid Captain's License and a minimum of five (5) years of experience aboard vessels. Said Crewmen must also be fully knowledgeable of, and be able to operate, the Charter Vessel and equipment. The Vessel Crew will be expected to perform cooking and cleaning duties in addition to operating the vessel and may be asked to assist with research operations by the ADF&G staff leader.

B. The State will have the right to require replacement of any Vessel Crewmember. If the vessel operates shorthanded due to replacement or illness of a Vessel Crewmember for a period in excess of twenty-four (24) hours, The State will deduct from the charter rate for that period of time in an amount equal to the missing Crewman's wages and related direct cost of employment (i.e., social security tax, unemployment insurance, etc.). The total cost of replacing a Vessel Crewmember aboard the vessel will be at the Contractor's expense. The Contractor will be responsible for payment of wages, direct cost of employment and will be responsible for all Vessel Crewmembers. The State will be responsible for payment of daily charter rates only and will not reimburse the Contractor for Vessel Crew wages.

C. The winning bidder must have a crewed rigid inflatable skiff (RIB), minimum seventeen feet (17') long. At The State's option, this skiff to crewed by a minimum of one (1) Vessel Crewmember, must be available daily from 0800 to 1900 hours (meal break(s) provided) to assist with research activities, personnel and gear transfers, and as a safety back-up. Each of the Crewmembers that will be driving the skiff must have a minimum of five (5) years of documented experience driving a skiff in outer coast Alaskan waters. Skiff Crew must be prepared with appropriate clothing and boating equipment for operating on outer coast waters. If requested to provide support, skiff crew will be expected to be in their RIB during every ADF&G survey.

Additional equipment and safety requirements included in Section 2 – Scope of Work. A bidder's failure to meet these minimum prior experience requirements will cause their bid to be considered non-responsive and rejected. Completion and signature of ITB Cover Submittal Form (Attachment 1) certifies that you meet all listed requirements in this ITB.

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

Potential bidders are encouraged to visit the work site so that they can see the conditions under which the work described in this ITB will be performed. The bidder's failure to visit the work site will in no way relieve the bidder of the responsibility of performing the work in strict compliance with the true intent and meaning of the terms, conditions, and specifications of this ITB. The site may be inspected by contacting Eric Verrelli at 907-465-6178.

This contact person is only empowered to allow potential bidders to view the work site. The contact person cannot and will not answer potential bidder questions regarding the work to be performed under this ITB or the terms, conditions, and specifications of this ITB. Any questions potential bidders have must be directed to the procurement officer as required in Section 1.05.

SEC. 1.08 RETURN INSTRUCTIONS

Email submission of your bid to dfg.contracting@alaska.gov is the preferred method of submission.

Proposers may submit a hard copy of their proposal, in writing, to the procurement officer in a sealed package. The sealed bid package must be addressed as follows:

DEPARTMENT OF FISH & GAME
DIVISION OF ADMINISTRATIVE SERVICES
Attention: **ERIC VERRELLI**
Invitation to Bid (ITB) Number: 2026-1100-0190
ITB Title: **SOUTHEAST ALASKA HARBOR PORPOISE SURVEY**
PO BOX 115526
JUNEAU, AK 99811-5526

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

1255 W 8TH ST
F&G HQ
JUNEAU, AK 99801

If submitting your proposal via email, the entire proposal may be emailed to dfg.contracting@alaska.gov and must contain the RFP number in the subject line of the email. The **maximum** size of a single email (including all text and attachments) that can be received by the state is **20mb (megabytes)**. If the email containing the 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.

SEC. 1.09 ASSISTANCE TO BIDDERS WITH A DISABILITY

The State of Alaska complies with Title II of the Americans with Disabilities Act of 1990. Individuals with disabilities who may need auxiliary aids, services, and/or special modifications to submit a bid should contact the Procurement Officer no later than ten days prior to the closing of the bid to make any necessary arrangements.

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 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		12/23/2025
Deadline for Receipt of Bids / Bid Due Date	2:00 PM AKST	1/13/2026
Bid Evaluations Complete		1/14/2026
Notice of Intent to Award		1/14/2026
Contract Issued		1/26/2026

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/Teleconference

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.

SECTION 2. SCOPE OF WORK AND CONTRACT INFORMATION

SEC. 2.01 SCOPE OF WORK

PURPOSE:

Contract for the use of a fully functional vessel, including a licensed Captain and a minimum of one (1) Crew Member, for use by the Alaska Department of Fish and Game (ADF&G) as living quarters and an operations base during marine mammal research in Southeast Alaska. Charter Vessel will transport up to two 22' skiffs provided by ADF&G. During 2026, Charter Vessel will be performing daily transects (experience doing transects is highly desirable) with observers stationed aboard ADF&G skiff(s) and Charter Vessel itself. These surveys generally involve seven (7) ADF&G personnel and collaborators, but future projects could include up to twelve (12) personnel which are reimbursed per person/ per day. Work may take place anywhere in Southeast Alaska including inside and outer coastal waters.

LENGTH OF CHARTER:

Generally, the length of charter will be a minimum of seven (7) days and a maximum of twenty-one (21) days, unless the Contractor and ADF&G mutually agree upon an extension of the charter period. The 2026 charter is anticipated to be seventeen (17) days during June. Exact start/end dates will be determined each year.

ADF&G field gear and personnel may be loaded the day prior and unloaded the day after the charter. These days will be charged at the loading day rate as outlined in "PAYMENT FOR THE CHARTER".

Outlined below is the 2026 ADF&G charter schedule that charter operator will utilize for bidding purposes only. The surveys cover a total of approximately 1400 nautical miles (nm) split between transect and transit segments. Daily distance covered will vary by the day but average approximately 90nm. Additional use days, loading days, added personnel, etc. will be invoiced as separate line items.

THIS INVITATION TO BID (ITB) IS FOR A DRY CHARTER- ACTUAL FUEL USED DURING CHARTER DAYS TO BE PAID BY ADF&G. TO BE CONSIDERED RESPONSIVE, BID MUST BE BASED ON SEVEN (7) ADF&G PERSONNEL ABOARD AND INCLUDE VESSEL'S AVERAGE HOURLY FUEL CONSUMPTION RATE AT 9 KNOTS.

Pre-trip: Loading day, if needed.

Day 1: Depart from Juneau area. Shakedown day.

Day 2-16: Full survey days including approximately 90 nm motoring per day on average. NOTE- charter will need to refuel/resupply at some point.

Day 17: Final survey day. Pack up gear during transit to Juneau area.

Day 18-21: Possible extension days if needed and acceptable.

Post-trip: Unloading day, if needed.



Figure 1. Proposed transects for 2026 harbor porpoise surveys. Charter Vessel bids should be based on dry charter running of 1400 NM.

CONTRACT PERIOD:

The length of the contract will be from date of award through December 31, 2026, with the option to renew for 2 additional 1-year terms. Renewals must be initiated solely by the State of Alaska (The State) however the vendor must provide their mutual agreement for the contract to be renewed. Delivery Orders will be issued annually to initiate the charter.

ESTIMATED USE:

The charter dates and length of the charter referenced in this ITB are The State's estimated requirements. The State does not guarantee a minimum or maximum number of charter days. However, for the purpose of bid evaluation The State will assume the use of seventeen (17) contract days in 2026 with a four (4) day extension possible. These additional days will be at the same daily rate as previous charter days.

LOCATION OF VESSEL OPERATION:

The vessel is required to operate on Inside Passage and near coastal waters along the outer coast throughout Southeast Alaska. The daily itinerary is subject to change based upon prevailing weather conditions, abundance of study animals, research priorities, etc.

THE 2026 CHARTER WILL BEGIN/END IN JUNEAU/AUKE BAY, ALASKA. Future begin/end locations will be dependent upon research objectives and location of study animals.

PAYMENT FOR THE CHARTER:

During 2026, the Contractor will be paid the daily amount bid up to the maximum 21 (twenty-one) days. Non-charter days requiring Vessel Captain and Crew assistance at ADF&G request will be paid at loading/unloading rate as specified in bid. Example loading/unloading day tasks include loading/storing ADF&G gear, providing accommodations for ADF&G staff, and refurbishing/modifying Charter Vessel beyond what is detailed in “VESSEL REQUIREMENTS” at ADF&G request. Initial Charter Vessel fuel, water, food, provisions, etc. are requirements for responsive bidders and are NOT allowed as load/unload days. Payment for partial calendar day Charter Vessel operation will be prorated on an hourly basis from the daily Charter Vessel rate. For the purposes of this contract, a charter day is 24 hours commencing at 12:00AM and ending at 11:59PM. Prorated hourly rates are 1/24th the daily rate.

CAPTAIN AND CREW ABOARD THE VESSEL:

This contract requires a Vessel Captain and at least one (1) Crew Member. The experience and licensing requirements for the Vessel Captain and Crew are set out below.

STATE PERSONNEL ABOARD THE VESSEL:

For purposes of this ITB, The State will place seven (7) ADF&G scientists and collaborators aboard the vessel. Bid will be based on seven (7) State staff with a separate line item for “per head / per day” cost for any additional State personnel over the minimum amount of seven (7).

SEAWORTHINESS:

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

VESSEL REQUIREMENTS:

- A. Length of not less than sixty-seven (67) feet. Length will be determined by measuring the length overall from the foremost part of the hull to the aftermost part of the hull, excluding bowsprits, rudders, accessory brackets and similar fittings and attachments.
- B. Vessel main engine(s) must be diesel powered. Bids offering gasoline-powered engines will be rejected as non-responsive.
- C. Minimum cruising speed in calm seas must be nine (9) knots; ability to sustain ten (10) knots is also required.
- D. Vessel must have all necessary equipment needed to and be able to safely tow two (2) ADF&G skiffs (22’ Aluminum skiff and 21’ Safe boat) or have a crane of sufficient lift to safely deck load the skiffs with engines in rough conditions often encountered along the outer coast of Alaska. The Charter Vessel must be able to load and carry up to three hundred (300) gallons of unleaded skiff gas provided by ADF&G. The Vessel also must have easy access to and from skiffs tied alongside for both transfer of personnel and fueling.
- E. Sleeping space to accommodate up to twelve (12) ADF&G personnel, in addition to sleeping space for the Vessel Captain and Crew; the number of ADF&G personnel will fluctuate, but twelve (12) will be the highest

number. Each sleeping space used by ADF&G personnel must be at least twenty-six (26) inches wide at the shoulders and seventy-seven (77) inches long.

F. At least two (2) showers and two (2) heads must be available for the sole use of ADF&G personnel. Additional heads and showers are highly desirable.

G. Minimum one hundred (100) cubic feet of dry storage space for ADF&G optics and electronic equipment.

H. Dedicated flat working space and seating for three (3) ADF&G employees to work simultaneously on computers is required. At a minimum, there should be a space 24" wide x 36" long per person. This workspace will not be dismantled for every meal but will remain in place for the entire trip; it must not impede movement around the vessel. A temporary folding table will not be considered adequate workspace. This area must also have at least one 110-volt AC outlet near the table area and be available 24 hours per day.

I. A covered area with freshwater rinse-down hose away from berthing areas must be available for hanging and drying rain gear, boots, mustang suits, clothing, and other apparel. The vessel must also have an area for hanging wet gear to dry- a dedicated space within the engine room is acceptable.

J. Stove, oven, sink, galley table, and all materials and equipment necessary for daily meal preparation, cooking, and clean-up. The galley must have enough room to sit & serve seven (7) people at one time.

K. Refrigerated and freezer storage space sufficient to maintain perishable and frozen food for all onboard personnel for ten (10) continuous days of vessel operation.

L. Freezer space sufficient to maintain any biological specimens collected by ADF&G personnel for twenty one (21) continuous days of vessel operation. Approximately 5ft³ space is required for storing non- food items such as sea lion feces and bodily fluids stored in sealed bags and buckets.

M. Freshwater storage or seawater conversion capable of providing sufficient freshwater to permit ten (10) continuous days of vessel operation. Water supply must be sufficient for potable and drinking water needs, to permit daily washing of dishes, and to permit thrice-weekly (3) showers and once-weekly (1) clothes washing for all onboard personnel.

N. A washer & dryer must be available for ADF&G use.

O. A covered observation deck with a height of 17-20' above the waterline is required.

NAVIGATION, STEERAGE, and COMMUNICATIONS EQUIPMENT:

(1) One (1) fully functional radar system, with a minimum range of 24 miles, in good operating condition. Backup system is highly desirable.

(2) Fully functional automatic pilot in good operating condition.

(3) Automatic readout GPS with a complete backup system.

(4) Chart plotter with AIS; backup system is highly desirable.

(5) Fathometer with a minimum 400-fathom range. Backup system is highly desirable. Side scan sonar is also desirable.

(6) Two (2) VHF radio transmitter(s) and receiver(s) are fully functional and in good operating condition equipped with standard marine frequencies for the area in which operations will be conducted, including VHF channels 6 and 16.

(7) Satellite telephone communications system such as Global Star or Iridium. Vessels equipped with additional satellite communication (e.g. INMARSAT Standard C satellite communication, Telex, wireless Internet connection, or other satellite telephone) are also highly desired.

(8) Minimum of two anchors with sufficient ground tackle; all the size and type required for the size and type of vessel chartered.

VESSEL SAFETY EQUIPMENT:

(1) USCG approved first-aid kit(s).

(2) Medical O2, AED, and Crew with first-aid training (e.g. First Responder, EMT, etc.) are highly desired.

(3) USCG approved Category-I 406 MHz vessel EPIRB.

(4) USCG approved fire-fighting equipment of the size, type and quantity required for the size and type of the vessel chartered.

(5) SOLAS “A Pack” or similar USCG approved life raft(s) suitable for offshore passages. The rated capacity of the raft(s) must be adequate to accommodate all personnel aboard the vessel, including the Vessel Captain and Crew, and up to twelve (12) ADF&G staff. Life raft must also have visual distress signals of size and quantity required for vessel by USCG.

(6) USCG approved survival (aka “gumby”) suits and personal flotation devices of appropriate fittings are required for all personnel aboard the vessel, including the Vessel Captain and Crew and the ADF&G staff. The State can supply additional survival suits for the ADF&G staff but must be notified of this need one month prior to departure.

VESSEL CREW REQUIREMENTS:

A. Crew to consist of a Captain with a current Near Coastal or Ocean Master’s License and at least one (1) experienced Crewman. The Captain must have at least twelve (12) years of experience in Alaska waters, including ten (10) years of experience working throughout Southeast Alaska, and extensive documented experience working along the outer coast. The Crewmen must have valid Captain’s License and a minimum of five (5) years of experience aboard vessels. Said Crewmen must also be fully knowledgeable of, and be able to operate, the Charter Vessel and equipment. The Vessel Crew will be expected to perform cooking and cleaning duties in addition to operating the vessel and may be asked to assist with research operations by the ADF&G staff leader.

B. The State will have the right to require replacement of any Vessel Crewmember. If the vessel operates shorthanded due to replacement or illness of a Vessel Crewmember for a period in excess of twenty-four (24) hours, The State will deduct from the charter rate for that period of time in an amount equal to the missing Crewman’s wages and related direct cost of employment (i.e., social security tax, unemployment insurance, etc.). The total cost of replacing a Vessel Crewmember aboard the vessel will be at the Contractor’s expense. The Contractor will be responsible for payment of wages, direct cost of employment and will be responsible for

all Vessel Crewmembers. The State will be responsible for payment of daily charter rates only and will not reimburse the Contractor for Vessel Crew wages.

C. The winning bidder must have a crewed rigid inflatable skiff (RIB), minimum seventeen feet (17') long. At The State's option, this skiff to crewed by a minimum of one (1) Vessel Crewmember, must be available daily from 0800 to 1900 hours (meal break(s) provided) to assist with research activities, personnel and gear transfers, and as a safety back-up. Each of the Crewmembers that will be driving the skiff must have a minimum of five (5) years of documented experience driving a skiff in outer coast Alaskan waters. Skiff Crew must be prepared with appropriate clothing and boating equipment for operating on outer coast waters. If requested to provide support, skiff crew will be expected to be in their RIB during every ADF&G survey.

UNUSUAL HOURS:

Bidders should expect early/late meals and survey/transit motoring exceeding 10 hours and more than 90 nautical miles daily. In addition, it may be necessary to run the vessel continuously for 12 hours per day or longer to get in position for the next day's transect. The intent for 2026 is to not exceed four (4) days of running 12 hours or longer.

The vessel must have enough licensed and capable Crew to operate and anchor the vessel safely, including following all US Coast Guard regulations for overnight watch lengths, for 24 hours a day for the duration of the charter. The exception to this is any time spent tied up at the dock. If the vessel cannot, or does not, comply with these criteria, ADF&G will have the right to cancel the charter and/or deduct missed work opportunities from the charter payment.

DELAYS OR INTERRUPTIONS OF OPERATIONS:

For each hour of contract time lost, for any reason other than weather or an act directly attributable to ADF&G personnel aboard the vessel, The State will on each occasion, be entitled to deduct from the total contract payment, an amount equal to the prorated hourly contract rate for each of the hours the vessel or essential equipment on the vessel is out of service.

In the case of vessel breakdowns, The State representative in charge, and the Vessel Captain will document the time of the last contract activity performed (e.g. launch or retrieve ADF&G skiff, conduct marine mammal surveys, etc.) and the time the next contractual activity commences. No compensation will be allowed for any activities during this breakdown period. This includes travel time to/from port (if necessary), repair time, re-provisioning and/or other activities necessary by either the Contractor or The State to resume the charter. If the delay is more than 24 hours and State personnel remain on board the vessel, The State will pay the Contractor \$100.00 per day for each State employee, as reimbursement for room and board.

TERMINATION OF THE CONTRACT:

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

- A. The condition of the vessel or essential equipment on the vessel remains such that the ADF&G staff cannot use it for work for a period of more than forty-eight (48) hours.
- B. Lack of funds for the contract project.
- C. Insubordination and/or lack of cooperation by the Vessel Captain or Crew.
- D. Failure of the captain, vessel, or Vessel Crew to report at the time and location specified in this ITB to begin the contract.

In the event of early termination of the contract, State-owned gear may be placed in storage or returned to a location that is mutually agreed upon by The State and the Contractor. Charges for gear storage will be paid by The State. The State will not assume any liability for transporting the Captain and Vessel Crew to their homeport. Contract payments will cease on the hour and date the vessel is unable to continue normal operations.

PERFORMANCE REQUIREMENTS OF THE VESSEL CAPTAIN AND COMMAND OF THE VESSEL:

- A. Either underway or at anchor the Captain's orders will be final in matters regarding navigation and the general operation of the vessel, the operation of the vessel equipment, and the general activities and safety of the Vessel Crew and ADF&G personnel.
- B. The Vessel Captain will comply with all directives given by the ADF&G staff leader regarding research activities, provided that those directives do not directly or indirectly endanger the vessel, the Captain or Crew, or ADF&G personnel.
- C. The Vessel Captain will obey all USCG, State, and other applicable regulations, rules, and statutes pertaining to the safe and legal operation of the vessel while underway and at anchor.
- D. The Vessel Captain or designee will observe or monitor personnel working in or from skiffs from the vessel via VHF radio to ensure their safety. In the event of a problem or accident, immediate steps will be taken for a pickup.

PERFORMANCE REQUIREMENTS OF THE VESSEL CREW MEMBER(S):

With the vessel serving as an operations base and living quarters for ADF&G personnel, the Vessel Captain and crew will be required to provide the following services and accommodations:

- A. General navigation and operation of the vessel either underway, at anchor, or dockside.
- B. Space for computer work (compiling and analyzing the data collected) as defined above.
- C. Communications base for dispersing and receiving information.
- D. Basic living accommodation for up to twelve (12) ADF&G personnel.
- E. Meal preparation, cooking, and clean up.

F. General cleaning of the interior and exterior (deck work area) of the vessel.

G. General assistance as requested by the ADF&G staff leader to ADF&G personnel in the performance of their work.

H. The captain must provide a safety orientation briefing to all Vessel Crew and ADF&G staff prior to the commencement of the charter period. Both the Vessel Crew and ADF&G staff must have general instructions regarding the following:

- (1) The location and operation of lifesaving and emergency equipment (life rings, life rafts, immersion/survival suits, activating the general alarm, location and operation of the ship's EPIRB(s), O2, and AED).
- (2) Operation of assigned equipment.
- (3) Instructions for making a distress call.
- (4) What to do in the event of a person overboard.
- (5) What to do in the event of a fire.
- (6) What to do in the event of flooding.
- (7) What to do if an "abandon ship" order is issued.

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

A. The Contractor will provide all lubricants, oils, greases and filters required for the Charter Vessel during the contract. At the beginning of the contract there must be enough fuel for ten (days) running (based on 90nm/day) all lubricant tanks must be full, and all filters must be fresh. In addition, the vessel must have aboard extra lubricants, oils, greases and filters in amounts sufficient for the entire contract period. This will be a DRY CHARTER where ADF&G will pay for all fuel used during chartered days only; this does NOT include fuel used for transit to/from Juneau. It is expected that Charter Vessel will have a simple means for ADF&G to visually verify actual fuel consumption via such methods as starting with full tanks of fuel and then completely filling at charter's end, or another method such as a sight glass that accurately displays fuel usage.

B. The Contractor will provide three ample, balanced, and nutritious meals each day for all onboard including ADF&G staff, the Vessel Captain, and Crew. Except when underway, Vessel Crew must provide substantial hot meals for both breakfast and lunch (e.g. cold sandwiches will not be considered adequate for every lunch). All dinners will be hot and balanced, including fresh vegetables and/or salad. Contractor will also provide snacks (fresh & dried fruit, nuts, granola, candy bars, jerky, cheese, crackers, etc.). Contractor must also be willing to meet special dietary needs; ADF&G personnel will inform operator of any specific needs well in advance of provisioning.

FUEL FOR SKIFFS:

Charter Vessel must have 300 gallons of unleaded skiff fuel aboard prior to charter commencement. Contractor will load and store 300 gallons of skiff fuel in drums or tanks approved for holding unleaded gasoline. ADF&G will pay for all skiff fuel used during the charter either in person at time of purchase or via Contractor invoice at conclusion of the charter. Contractor skiff will use this skiff fuel while assisting ADF&G with surveys. Contractor

will supply, at a minimum, a bung wrench, barrel pump (approved for transfer of gasoline), and gas hoses for transferring fuel to skiffs. Should additional skiff fuel be required to complete the operations, the Contractor must locate additional unleaded gasoline and assist with bringing it onboard the Charter Vessel.

MISCELLANEOUS PROVISIONS:

The State may, at its own expense and only for the term of the contract, install and retain in the Charter Vessel equipment necessary to accomplish the objectives of the charter. The State will remove this equipment at the termination of the contract period without damage or permanent alteration to the Charter Vessel.

SEC. 2.02 CONTRACT TERM

The length of the contract will be from the date of award, approximately January 2026, until work is completed, approximately July 1, 2026.

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 an Fixed Price contract based on the bid submitted..

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.

SEC. 2.05 ELECTRONIC PAYMENTS

The State of Alaska prefers vendors receive payment via Electronic Funds Transfer (EFT). Bidders may review information concerning the EFT process and access the [Electronic Payment Agreement Form for Vendors](https://doa.alaska.gov/dof/vendor.html) at the following link: <https://doa.alaska.gov/dof/vendor.html>. Method of payment is not a factor in the State's determination for award.

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

SEC. 2.06 PROMPT PAYMENT FOR STATE PURCHASES

Reserved.

SEC. 2.07 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. 2.08 CONTRACT PRICE ADJUSTMENTS

Fixed Price contract.

SEC. 2.09 CONTRACT PERFORMANCE LOCATION

The vessel is required to operate on Inside Passage and near coastal waters along the outer coast throughout Southeast Alaska. The daily itinerary is subject to change based upon prevailing weather conditions, abundance of study animals, research priorities, etc.

THE 2026 CHARTER WILL BEGIN/END IN JUNEAU/AUKE BAY, ALASKA. Future begin/end locations will be dependent upon research objectives and location of study animals.

SEC. 2.10 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. 2.11 SUBCONTRACTORS

Subcontractors will not be allowed.

SEC. 2.12 JOINT VENTURES

Joint ventures will not be allowed.

SEC. 2.13 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. 2.14 F.O.B. POINT

The F.O.B. point for all items purchased under this contract is the final destination anywhere within the State of Alaska. Ownership of and title to the ordered items remains with the contractor until the items have been delivered to their final destination and are accepted by the state.

SEC. 2.15 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. 2.16 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.

SEC. 2.17 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. 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. 2.18 REMANUFACTURED/RECONDITIONED EQUIPMENT

Remanufactured/reconditioned is acceptable provided it meets the requirements of this clause and the requirements of the rest of this ITB. 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. 2.19 LEMON CLAUSE

This clause applies to all equipment purchased through this contract. The application period is **LENGTH** from the date of purchase. This clause takes precedence over any other warranty or service maintenance clauses associated with this contract.

Any equipment that fails (except due to operator error) to operate according to the manufacturer's published performance specifications and/or is subject to recurring related problems must be replaced with the same make and model of new equipment at no cost to the state.

SEC. 2.20 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. 2.21 LIQUIDATED DAMAGES

Reserved.

SEC. 2.22 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. 2.23 CONTRACT CHANGES – UNANTICIPATED AMENDMENTS

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

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

SEC. 2.24 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. 2.25 BILLING INSTRUCTIONS

The Contractor will submit a one-time invoice after work is complete in accordance with Appendix C.

The invoice must:

- reference the Contractor's name, address and phone number
- reference the contract number:
- include an invoice number
- Reference the Alaska Department of Fish and Game
- itemize the contractual services provided during the period invoiced as described in Section 2 – Scope of Work.

The Contractor shall submit invoices to the address specified below no later than 30 days after the end the period for which services were performed. Failure to include the required information on the invoice may cause an unavoidable delay to the payment process. The State will pay all invoices within thirty (30) days of invoice approval by the Project Director.

Email invoices to: catherine.perrin@alaska.gov

(Please reference the contract 1126104 in the subject line)

Notwithstanding any other provision of this contract, it is understood and agreed that the State shall withhold payment at any time the Contractor fails to perform work as required under Appendix C and/or D of this contract.

SEC. 2.26 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. 2.27 WARRANTY

The contractor warrants every unit purchased against faulty materials and workmanship for a minimum period of at least **LENGTH**. 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.

SEC. 2.28 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. 2.29 INDEMNIFICATION

The contractor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act of the contractor under this agreement. The contractor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the contractor and the independent negligence of the contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis.

“Contractor” and “contracting agency”, as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term “independent negligence” is negligence other than in the contracting agency’s selection, administration, monitoring, or controlling of the contractor and in approving or accepting the contractor’s work.

SEC. 2.30 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.

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

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:

- A. the laws of the State of Alaska;
- B. the applicable portion of the Federal Civil Rights Act of 1964;
- C. the Equal Employment Opportunity Act and the regulations issued thereunder by the state and federal government;
- D. the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the state and federal government and certifies that programs, services, and activities provided to the general public on behalf of the State under a contract resulting from this solicitation comply with the Americans with Disabilities Act of 1990, 28 CFR, Part 35, Subpart B 35.130;
- E. all terms and conditions set out in this ITB;
- F. the price(s) submitted was arrived at independently arrived and without collusion, under penalty of perjury; and
- G. that the bid will remain open and valid for at least 90 days.

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

CONFLICT OF INTEREST

Each bid shall include a statement indicating whether 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

Reserved.

Performance Bond

Reserved.

Surety Deposit

Reserved.

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.

SECTION 4. EVALUATION AND CONTRACTOR SELECTION

SEC. 4.01 EVALUATION OF BIDS

After bid opening, the procurement officer will evaluate the bids for responsiveness and responsibility. Bids deemed non-responsive or non-responsible 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 Military Skills Program Preference – AS 36.30.321(I)
- Alaska Products Preference - AS 36.30.332
- Recycled Products Preference - AS 36.30.337
- Local Agriculture and Fisheries Products Preference - AS 36.15.050
- Employment Program Preference - AS 36.30.321(b)
- Alaskans with Disabilities Preference - AS 36.30.321(d)

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

SEC. 4.03 ALASKA BIDDER PREFERENCE

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

- 1) holds a current Alaska business license prior to the deadline for receipt of bids;

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

Alaska Bidder Preference Certification Form

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 ALASKA MILITARY SKILLS PROGRAM PREFERENCE

An Alaska Military Skills Program Preference of 2%, not to exceed \$5,000, will be applied to the price in the proposal. The preference will be given to an offeror who qualifies under AS 36.30.990(2) as an Alaska bidder and:

- a) Employs at least one person who is currently enrolled in, or within the previous two years graduated from, a United States Department of Defense SkillBridge or United States Army career skills program for service

members or spouses of service members 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

- b) has an active partnership with an entity that employs an apprentice through a program described above.

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 Military Skills Program Preference Certification

In order to receive the Alaska Military Skills Program 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.

In addition, proof of graduation of the qualifying employee from an eligible program as described in AS 36.30.321(l) must be provided to the Procurement Officer at time of bid submission. Bidders must provide clarification or additional information requested by the Procurement Officer related to the preference not later than 5:00 PM Alaska Time one (1) business day following the date of the request. Failure to provide sufficient documentation will result in the bidder not receiving the Military Skills Program Preference.

SEC. 4.06 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. 4.07 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. 4.08 ALASKA PRODUCT PREFERENCE

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

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

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

Products are classified in one of three categories:

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

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

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

Brand Offered

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

Brand of Product Changes

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

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

SEC. 4.09 EMPLOYMENT PROGRAM PREFERENCE

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

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

SEC. 4.10 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. 4.11 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. 4.12 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. 4.13 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. 4.14 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 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. 4.15 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.

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.

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.

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.

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

This section governs the ownership, return, and disclosure of any offer or other record a bidder submits in response to this invitation to bid. (Herein, any reference to “Record” includes all such records and the offer; any reference to “Law” includes any federal or State of Alaska (State) law, including any court or administrative order or rule.)

1. All Records belong to the State.
2. The State has sole discretion regarding whether to return any Record. In exercising this discretion, the State will comply with all Laws.
3. Unless a notice of intent to award is issued, the State will, to the extent permitted by Law, consider all Records confidential and not subject to the Alaska Public Records Act (APRA).
4. If, and when a notice of intent to award is issued, the State will consider nonconfidential any Record unless, at the time of submission, the bidder undertook the following protective measures:
 - a. marked information confidential;
 - b. for any information marked confidential, identified the authority that makes that specific information confidential; and
 - c. committed, in writing, to explain in detail, including with affidavits and briefs, why each authority applies in any court or administrative proceeding in which any nondisclosure is challenged.
5. If the bidder did not undertake each protective measure, the State will not consider any information in a Record confidential: the State will disclose the entire Record without any redaction in response to an APRA or other request or, if it chooses, in the absence of a request and the State will disclose the entire Record without notifying the bidder.
6. If the bidder undertook each protective measure, the State will withhold the information marked confidential to the following extent:
 - a. the State agrees that the Law protects the information; and

- b. if the nondisclosure is challenged, the bidder fulfills its commitment to explain, including with affidavits and briefs, how each authority applies to the information marked confidential.
7. The State will only notify a bidder of a request for the Record and of a planned release if the bidder undertook each protective measure, but the State disagrees that the marked information is protected. If there is such a disagreement, then before releasing the Record, the State will, to the extent permitted by Law and practicable, notify the bidder that it will disclose the information unless the bidder convinces the State not to or obtains an order prohibiting disclosure.

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.

SEC. 5.21 CONTRACT CANCELLATION

- 1) The state reserves the right to cancel the contract at its convenience upon 7 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.
- **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.

All bidders will be notified of any protest. The review of protests, decisions of the procurement officer, appeals, and hearings, will be conducted in accordance with the State Procurement Code (AS 36.30), Article 8 "Legal and Contractual Remedies."

SECTION 6. ATTACHMENTS

SEC. 6.01 ATTACHMENTS

Attachments:

- 1) ITB Cover Submittal Form
- 2) Bid Schedule
- 3) Standard Agreement Form
- 4) Appendix B – Marine
- 5) Appendix F – Federal Debarment
- 6) Vessel Information
- 7) Captain and Crew Experience Information

ATTACHMENT 1

Bid Submission Cover Sheet

PROJECT INFORMATION

ITB NUMBER: 2026-1100-0190
PROJECT NAME: Southeast Alaska Harbor Porpoise Survey

BIDDER INFORMATION

Company Name: _____
Address: _____
Tax ID: _____
Alaska Business License #: _____

CONTACT INFORMATION

Provide contact information for the individual that can be contacted for clarification regarding this bid:

Name _____
Title _____
Address _____
Email _____
Telephone _____

ADDENDA ACKNOWLEDGEMENT

The bidder acknowledges receipt of the following amendments and has incorporated the requirements of such amendments into their bid. Failure to identify and sign for all amendments may subject the bidder to disqualification. The bidder must list all amendments (by number), then initial and date to confirm that you have received and incorporated them into your bid (add more rows as necessary).

Number	Initials & Date

Number	Initials & Date

Number	Initials & Date

CERTIFICATIONS

No	Criteria	Response*
1	The bidder is presently engaged in the business of providing the products and/or services required in this ITB.	<input type="checkbox"/> YES <input type="checkbox"/> NO
2	The bidder confirms that it has the financial strength to provide and/or perform and maintain the services required under this ITB.	<input type="checkbox"/> YES <input type="checkbox"/> NO
3	The bidder accepts the terms and conditions set out in the ITB and agrees not to restrict the rights of the state.	<input type="checkbox"/> YES <input type="checkbox"/> NO
4	The bidder confirms that they can obtain and maintain all necessary insurance as required on this project.	<input type="checkbox"/> YES <input type="checkbox"/> NO
5	The bidder certifies that all services provided under this contract by the contractor and all subcontractors shall be performed in the United States.	<input type="checkbox"/> YES <input type="checkbox"/> NO
6	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.	<input type="checkbox"/> YES <input type="checkbox"/> NO
7	The bidder complies with the American with Disabilities Act of 1990 and the regulations issued thereunder by the federal government.	<input type="checkbox"/> YES <input type="checkbox"/> NO
8	The bidder complies with the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government.	<input type="checkbox"/> YES <input type="checkbox"/> NO
9	The bidder complies with the applicable portion of the Federal Civil Rights Act of 1964.	<input type="checkbox"/> YES <input type="checkbox"/> NO
10	The bidder can provide (if requested) financial records for the organization for the past three years.	<input type="checkbox"/> YES <input type="checkbox"/> NO
11	The bidder has not had any contracts terminated by the State of Alaska (within the past five years).	<input type="checkbox"/> YES <input type="checkbox"/> NO
12	The bidder certifies that it is not currently debarred, suspended, proposed for debarment, or declared ineligible for award by any public or federal entity.	<input type="checkbox"/> YES <input type="checkbox"/> NO
13	The offeror certifies that they will not support or participate in a boycott of Israel. Failure to comply with this requirement may cause the state to reject the proposal as non-responsive or cancel the contract.	<input type="checkbox"/> YES <input type="checkbox"/> NO
14	The bidder certifies that they do not have any governmental or regulatory action against their organization that might have a bearing on their ability to provide products and/or services to the State.	<input type="checkbox"/> YES <input type="checkbox"/> NO
15	The bidder certifies, within the last five years, they have not been convicted or had judgment rendered against them for: fraud, embezzlement, theft, forgery, bribery, falsification or destruction of records, false statements, or tax evasion.	<input type="checkbox"/> YES <input type="checkbox"/> NO
16	The bidder does not have any judgments, claims, arbitrations or suits pending/outstanding against your company in which an adverse outcome would be material to the company.	<input type="checkbox"/> YES <input type="checkbox"/> NO
17	The bidder is not (now or in the past) been involved in bankruptcy or reorganized proceeding.	<input type="checkbox"/> YES <input type="checkbox"/> NO
18	The bidder certifies they comply with the laws of the State of Alaska.	<input type="checkbox"/> YES <input type="checkbox"/> NO
19	The bidder confirms their bid will remain valid and open for at least 90 days.	<input type="checkbox"/> YES <input type="checkbox"/> NO

* Failure to answer or answering "False" may be grounds for disqualification. For any "False" responses, provide clarification (up to 250 word maximum for each "False" clarification) below (add rows as necessary).

Number	Clarification

ALASKA PREFERENCES

If you wish to claim any Alaska Preferences, please complete the Alaska Bidder Preference Certification Form that follows the below signature section.

SIGNATURE

This bid must be signed by a company officer empowered to bind the company.

Printed Name _____
Title _____
Date _____
Signature _____

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
---	---	--

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:
 - a. Armed forces of the United States, including a reserve unit of the United States armed forces ; or
 - b. 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
3	Have proof of an employee’s graduation or enrollment in a qualified program as described in 1. above?	<input type="checkbox"/> Yes <input type="checkbox"/> No

Attachment 2 - Appendix D – Bid Schedule

Total not to exceed cost for all services included in Section 2 – Scope of work is:

\$ _____

Payment for services described in ITB 2026-1100-0190 Southeast Alaska Harbor Porpoise survey will not exceed \$ _____ for the period of performance of this contract.

STATE OF ALASKA					
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.Contract #		2.Contract Title			
3.VSS Vendor #		4.IRIS Transaction ID #		5.AK Business License #	
This contract is between the State of Alaska,					
6.Department of		7.Division		hereafter the State, and	
8.Contractor					hereafter the Contractor
9.Mailing Address: Street or P.O. Box					
City		State		Zip Code+4	
Point of Contact:			Email Address		
10.					
<p>ARTICLE 1. Appendices: Appendices referred to in this contract and attached to it are considered part of it.</p> <p>ARTICLE 2. Performance of Contract</p> <p style="padding-left: 20px;">2.1: Appendix A (General Conditions), Items 1 through 20, govern contract performance.</p> <p style="padding-left: 20px;">2.2: Appendix B sets forth the indemnification and insurance provisions of this contract.</p> <p style="padding-left: 20px;">2.3: Appendix C sets forth the scope of work/services to be performed by the Contractor.</p> <p>ARTICLE 3. Period of Performance: The Period of Performance for this contract begins on ?????????? and ends on ??????????. There are ??? renewal options available under this contract to be exercised solely by the state.</p> <p>ARTICLE 4. Consideration:</p> <p style="padding-left: 20px;">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.</p> <p style="padding-left: 20px;">4.2: When billing the State, the Contractor shall refer to the Agency Contract Number and send the billing to:</p>					
11.Department of		Attn:		Division of	
Mailing Address: Street of P.O. Box					
City		State		Zip Code+4	
Point of Contact			Email Address		
12. CONTRACTOR			13. CONTRACTING AGENCY		
Name of Firm:			Department		Division
Signature of Authorized Representative			Signature of Procurement Officer		
Printed or Typed Name of Authorized Representative			Printed or Typed 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-**No Protection Asserted**

CONTRACTING OFFICER: DEPENDING ON WHETHER CONTRACTOR ASSERTED PROTECTED INFORMATION IN THEIR SOLICITATION RESPONSE, CHOOSE ONE OF THE FOLLOWING OPTIONS AND DELETE THE OTHER AND THIS TEXT.

1. Inspections and Reports:

The department may inspect, in the manner and at reasonable times it considers appropriate, all 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. Contract Disclosure:

Except as otherwise protected by law, this contract and any amendment is a public record subject to disclosure under, for example, the Alaska Public Records Act. The contractor does not assert that any information in the contract is protected under federal or State of Alaska law.

7. 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.

8. 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.

9. 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.

10. 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.

11. Conflicting Provisions:

Unless specifically amended and approved by the State of Alaska, 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.

12. Officials Not to Benefit:

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

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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 a 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.

20. 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 A
GENERAL CONDITIONS-~~Protection Asserted~~

CONTRACTING OFFICER: DEPENDING ON WHETHER CONTRACTOR ASSERTED PROTECTED INFORMATION IN THEIR SOLICITATION RESPONSE, CHOOSE ONE OF THE FOLLOWING OPTIONS AND DELETE THE OTHER AND THIS TEXT.

1. Inspections and Reports:

The department may inspect, in the manner and at reasonable times it considers appropriate, all 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. Contract Disclosure:

This contract and any amendment is a public record subject to disclosure under, for example, the Alaska Public Records Act. The contractor asserts that the information redacted in the attached copy of the contract is protected under federal or State of Alaska (State) law. If the nondisclosure of any such information is contested, the contractor will identify each authority that supports each nondisclosure, explain in detail why the authority supports the nondisclosure, provide a detailed affidavit supporting each nondisclosure, and otherwise fully support the State in defending each nondisclosure—e.g., provide briefs—in any court or administrative proceeding. Not doing so constitutes a withdrawal of the assertion that any information is protected and a waiver of any confidentiality; doing so does not obligate the State to protect any information. The State will only notify the contractor of an Alaska Public Records Act or other request for the contract if someone objects to the nondisclosure of the redacted information or the State decides to disclose the information.

7. 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.

8. 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.

9. 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.

10. 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.

11. Conflicting Provisions:

Unless specifically amended and approved by the State of Alaska, 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.

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

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. Termination.

- c. 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 a 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.
- d. 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.

20. 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.

ATTACHMENT 4 - APPENDIX B 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.

Proof of insurance is required for the following:

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

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

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.

2.4 Longshoreman's and Harbor Worker's Compensation Insurance: The Contractor shall provide and maintain, for all employees of the Contractor engaged in work under this contract, Longshoremen, and Harbor Worker's Compensation Insurance. The Contractor shall be responsible for Longshoreman's and Harbor Worker's Compensation Insurance for any subcontractor who provides services under this contract.

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

Coverage required in sections 2.1 and 2.4 shall be endorsed to include a waiver of subrogation against the State.

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

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

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

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

"This is to certify that the policies described herein comply with all aspects of the insurance requirements of ITB # 2026-1100-0190 for Southeast Alaska Harbor Porpoise Survey."

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.

VESSEL INFORMATION FORM

BIDDER'S NOTE: A failure to complete the form or inaccurate information may cause the State to reject the bid as non-responsive.

VESSEL **OWNER** NAME: _____

ADDRESS: _____

PHONE: _____ CELL: _____

EMAIL: _____

VESSEL **AGENT** NAME: _____

ADDRESS: _____

PHONE: _____ CELL: _____

EMAIL: _____

VESSEL NAME: _____

ADF&G NUMBER: _____ REGISTRY NUMBER: _____

VESSEL TYPE: _____ YEAR BUILT: _____

OVERALL LENGTH (feet): _____ BEAM (feet): _____

GROSS TONNAGE: _____

MAXIMUM SPEED (knots): _____ CRUISING SPEED: _____

WORK DECK (sq. ft.): _____ SHELTER DECK (sq. ft.): _____

WATER STORAGE (gal per tank): _____

PLEASE DESCRIBE HOW YOUR VESSEL PLANS TO MEET ALL FRESH AND POTABLE WATER REQUIREMENTS FOR THE VESSEL AND CREW FOR THE CHARTER'S DURATION AT-SEA (21 DAYS):

CAPTAIN AND CREW EXPERIENCE INFORMATION

BIDDER'S NOTE: A failure to complete the captain and crew information may cause the State to reject the bid as non-responsive.

VESSEL CAPTAIN NAME: _____

CAPTAIN USCG LICENSE

License required by USCG for vessel size/type:

A captain must be properly licensed by the USCG for the size/type vessel being offered for bid. Submit a photocopy of the captain's USCG license or USCG license number with the bid. Enter the information below. A photocopy of the captain's USCG license must be submitted within 10 days of the State's request, if not submitted with the bid. A bidder's failure to provide a copy of the license may cause the State to reject the bid as non-responsive. If, during the term of the contract, a different person is retained as captain, a photocopy of that person's license must be submitted to the Contracting Officer prior to the time that the person begins working as the vessel captain. The Contracting Officer must accept and authorize the change of captains. The contractor's failure to follow this procedure may cause the State to terminate the contract.

License is not required by USCG for vessel size/type:

A USCG licensed captain is not necessary for this charter if 1) the USCG doesn't require one for the vessel size/type being offered, and 2) all specs in this ITB for safety, captain experience, and vessel are met. The vessel will be required to be inspected by the USCG (additional information will be provided to the awardee). However, if the captain has USCG credentials, please enter the information below.

CAPTAIN'S USCG LICENSE NUMBER: _____

<input type="checkbox"/> Master,	100 Ton vessels	<input type="checkbox"/> Inland	<input type="checkbox"/> Near coastal	<input type="checkbox"/> Oceans
<input type="checkbox"/> Master,	150 Ton vessels	<input type="checkbox"/> Inland	<input type="checkbox"/> Near coastal	<input type="checkbox"/> Oceans
<input type="checkbox"/> Master,	200 Ton vessels	<input type="checkbox"/> Inland	<input type="checkbox"/> Near coastal	<input type="checkbox"/> Oceans
<input type="checkbox"/> Master,	500 Ton vessels	<input type="checkbox"/> Inland	<input type="checkbox"/> Near coastal	<input type="checkbox"/> Oceans
<input type="checkbox"/> Master,	1600 Ton vessels	<input type="checkbox"/> Inland	<input type="checkbox"/> Near coastal	<input type="checkbox"/> Oceans
<input type="checkbox"/> Master,	Unlimited tonnage	<input type="checkbox"/> Inland	<input type="checkbox"/> Near coastal	<input type="checkbox"/> Oceans

CAPTAIN EXPERIENCE REQUIREMENTS: The vessel captain must have at least five (5) years of fishing experience in the Bering Sea acting as captain, of which at least three (3) years were crab-pot fishing. The captain must have a minimum of one (1) full year (12 months) of experience, as a captain, of the type and size vessel specified for this contract and have fished, as captain, during 1 of the last 4 years.

- Captain's most recent year commercial fishing, as captain: _____
- Captain's experience, as a captain, fishing in the Bering Sea: _____ years
- Captain's experience, as a captain, crab-pot fishing in the Bering Sea: _____ years
- Captain's experience, as a captain, in various sizes, type/class vessels:
 1. Size type/class of vessel: _____ Years of experience: _____
 2. Size type/class of vessel: _____ Years of experience: _____
 3. Size type/class of vessel: _____ Years of experience: _____
 4. Size type/class of vessel: _____ Years of experience: _____
 5. Size type/class of vessel: _____ Years of experience: _____
- Captain's additional experience, as a fisherman at sea (not acting as captain): _____ years

VESSEL CREW AND EXPERIENCE REQUIREMENTS:

In addition to the captain, the vessel crew must consist of a minimum of four (4) crew members with fishing experience.

- A. **ENGINEER:** One of the vessel crew must be an engineer. The engineer must have a minimum of five (5) years experience as an engineer of the type and size vessel specified for this contract. Enter the name of the person who will serve as engineer of the vessel. (*Note: Engineer is also listed below in "B. Vessel Crew" to enter engineer's fishing experience*)

ENGINEER

The engineer must be properly licensed by the USCG for the size/type vessel being offered for bid, if required by the USCG. A photocopy of any USCG licenses held should be submitted with the bid and **must be submitted** within 10 days of the State's request. A bidder's failure to provide a copy of the license, as stated above, may cause the State to reject the bid as non-responsive.

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

1. Size type/class of vessel: _____ Years of experience: _____
2. Size type/class of vessel: _____ Years of experience: _____
3. Size type/class of vessel: _____ Years of experience: _____
4. Size type/class of vessel: _____ Years of experience: _____
5. Size type/class of vessel: _____ Years of experience: _____

- B. **VESSEL CREW:** Four crew members must each have a minimum of one (1) year of experience pot-fishing, including having fished at least one (1) crab fishery in the last 4 years.

Crewmember's Name	Pot-Fishing Experience	Last Crab Fishery Fished yr/crab (red king, snow, Tanner)
1.	years	
2.	years	
3.	years	
4.	years	
5.	years	

- A. Vessel crewmember(s) with CPR/first aid training:

- B. Vessel crewmember who has drill conductor training and certificate:
