REQUEST FOR QUOTATION

Quotations will be received until March 20, 2026, at 2:00 PM

AKST RFQ No.: 1126181

Req. No.:

PURCHASING OFFICE

Department of Fish & Game

Division of Administrative Services on behalf of Division of Commercial Fisheries

 Date: 3/9/2026

VENDOR NOTICE (This is NOT a Purchase Order)

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

DELIVERY LOCATION: Kodiak, AK (see scope of work for details)

BUYER: Eric Verrelli – Procurement Officer – eric.verrelli@alaska.gov 907-465-6178

VENDOR QUOTATION

Item	Description of Supply or Service	Qty	Unit	Unit Price	Extended Price
1	Charter Day – For bidding purposes, the total amount will be based on a 18 day charter.	18	Day	$	$
2	Standby Day – For bidding purposes, the total amount will be based on 3 days of standby days.	3	Day	$	$
				Total:	$

THIS SECTION MUST BE COMPLETED BY VENDOR

Delivery shall be made _____ calendar days after receipt of order.

Payment Terms: _____

Company Name	Address	City	State	ZIP Code	Phone Number

Alaska Business License No.	Vendor Tax I.D. No.	Do you qualify for the Alaska Bidders' [ ] Yes [ ] No
_____ Typed Name	_____ Title	Do you qualify for the Alaska Veteran Preference? [ ] Yes [ ] No
_____ Signature	_____ Date	Do you qualify for the Military Skills Program Preference? [ ] Yes [ ] No

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

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

3. SUBMISSION: Quotations shall be signed where applicable and received at the designated Purchasing Office no later than as indicated. ADF&G preferred method of submission is via email to dfg.contracting@alaska.gov

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

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

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

7. PRICES: The offeror shall state prices in the units of issue on this RFQ. Prices quoted for commodities must be in U.S. funds and include applicable federal duty, brokerage fees, packaging, and transportation cost to the FOB point so that upon transfer of title the commodity can be utilized without further cost. Prices quoted for services must be quoted in U.S. funds and include applicable federal duty, brokerage fee, packaging, and transportation cost so that the services can be provided without further cost. Prices quoted must be exclusive of federal, state, and local taxes. If the offeror believes that certain taxes are payable by the State, the offeror may list such taxes separately, directly below the bid price for the affected item. The State is exempt from Federal Excise Tax except the following:

- Coal - Internal Revenue Code of 1986 (IRC), Section 4121 - on the purchase of coal;
- "Gas Guzzler" - IRC, Section 4064 - on the purchase of low m.p.g. automobiles, except that police and other
  emergency type vehicles are not subject to the tax;
- Air Cargo - IRC, Section 4271 - on the purchase of property transportation services by air;
- Air Passenger - IRC, Section 4261 - on the purchase of passenger transportation services by air carriers;
- Leaking Underground Storage Tank Trust Fund Tax (LUST) - IRC, Section 4081 - on the purchase of Aviation gasoline, Diesel Fuel, Gasoline, and Kerosene.

8. PAYMENT FOR STATE PURCHASES: Payment for agreements under $500,000 for the undisputed purchase of goods or services provided to a State agency, will be made within 30 days of the receipt of a proper billing or the delivery of the goods or services to the location(s) specified in the agreement, whichever is later. A late payment is subject to 1.5% interest per month on the unpaid balance. Interest will not be paid if there is a

dispute or if there is an agreement which establishes a lower interest rate or precludes the charging of interest.

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

10. VENDOR TAX ID NUMBER: If goods or services procured through this RFQ are of a type that is required to be included on a Miscellaneous Tax Statement, as described in the Internal Revenue Code, a valid tax identification number must be provided to the State of Alaska before payment will be made.

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

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

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

14. FILING A PROTEST: An offeror shall attempt to informally resolve a dispute with the procurement officer regarding a small procurement. If the attempt is unsuccessful, the vendor may protest the solicitation or the award of a small procurement contract under AS 36.30.320. The protest must be filed in writing with the commissioner of the purchasing agency or the commissioner’s designee and include the following information: (1) the name, address, and telephone number of the protester; (2) the signature of the protester or the protester's representative; (3) identification of the contracting agency and the solicitation or contract at issue; (4) a detailed statement of the legal and factual grounds of the protest, including copies of relevant documents; and (5) the form of relief requested. The protester must file a copy of the protest with the procurement officer for the purchasing agency. Protests will be treated in accordance with AS 36.30.550 and 2 AAC 12.695.

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

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

17. SPECIFICATIONS: Unless otherwise specified in the RFQ, product brand names or model numbers are examples of the type and quality of product required, and are not statements of preference. If the specifications describing an item conflict with a brand name or model number describing the item, the specifications govern. Reference to brand name or number does not preclude an offer of a comparable or better product, if full specifications and descriptive literature are provided for the product. Failure to provide such specifications and descriptive literature may be cause for rejection of the offer.

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

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

20. DISCLOSURE OF QUOTE CONTENTS: This section governs the ownership, return, and disclosure of any offer or other record a bidder submits in response to this request for quotations. (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 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 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.

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

22. CONTRACT FUNDING: Offerors are advised that funds are available for the initial purchase and/or the first term of the contract. Payment and performance obligations for succeeding purchases and/or additional terms of the contract are subject to the availability and appropriation of funds.

23. CONFLICT OF INTEREST: An officer or employee of the State of Alaska may not seek to acquire, be a party to, or possess a financial interest in, this contract if (1) the officer or employee is an employee of the administrative unit that supervises the award of this contract; or (2) the officer or employee has the power to take or withhold official action so as to affect the award or execution of the contract.

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

25. SUBCONTRACTOR(S): Within five (5) working days of notice from the state, the apparent low bidder must submit a list of the subcontractors that will be used in the performance of the contract. The list must include the name of each subcontractor and the location of the place of business for each subcontractor and evidence of each subcontractor's valid Alaska business license.

26. FORCE MAJEURE (Impossibility to perform): The parties to a contract resulting from this RFQ are not liable for the consequences of any failure to perform, or default in performing, any of its obligations under the contract, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the respective party. For the purposes of this Agreement, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.

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

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

29. 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.

30. DISPUTES: If a contractor has a claim arising in connection with a contract resulting from this RFQ that it cannot resolve with the State by mutual agreement, it shall pursue a claim, if at all, in accordance with the provisions of AS 36.30.620 – 632.

31. GOVERNING LAW; FORUM SELECTION: A contract resulting from this RFQ is governed by the laws of the State of Alaska. To the extent not otherwise governed by section 29 of these Standard Terms and Conditions, any claim concerning the contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

32. CONSUMER ELECTRICAL PRODUCT: AS 45.45.910 requires that "...a person may not sell, offer to sell, or otherwise transfer in the course of the person's business a consumer electrical product that is manufactured after August 14, 1990, unless the product is clearly marked as being listed by an approved third party certification program." Electrical consumer products manufactured before August 14, 1990, must either be clearly marked as being third party certified or be marked with a warning label that complies with AS 45.45.910(e). Even exempted electrical products must be marked with the warning label. By signature on this quote the offeror certifies that the product offered is in compliance with the law. A list of approved third party certifiers, warning labels and additional information is available from: Department of Labor, Labor Standards & Safety Division, Mechanical Inspection Section, P.O. Box 107020, Anchorage, Alaska 99510-7020, (907)269-4925.

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

34. ORDER DOCUMENTS: Except as specifically allowed under this RFQ, an ordering agency will not sign any vendor contract. The State is not bound by a vendor contract signed by a person who is not specifically authorized to sign for the State under this RFQ. The State of Alaska Purchase Order, Contract Award and Delivery Order are the only order documents that may be used to place orders against the contract(s) resulting from this RFQ.

35. BILLING INSTRUCTIONS: Invoices must be billed to the ordering agency's address shown on the individual Purchase Order, Contract Award or Delivery Order. The ordering agency will make payment after it receives the merchandise or service and the invoice. Questions concerning payment must be addressed to the ordering agency.

36. OFFERORS WITH DISABILITIES: The State of Alaska complies with Title II of the Americans with Disabilities Act of 1990. Individuals with disabilities who may need auxiliary aids, services, and/or special modifications to participate in this procurement should contact the procurement officer named on the cover page of this RFQ as soon as possible, but no later than the date and time quotations are due to make any necessary arrangements.

37. COMPLIANCE WITH ADA: By signature of their quote the bidder certifies that they comply with the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government. Services or activities furnished to the general public on behalf of the State must be fully accessible. This is intended to ensure that agencies are in accordance with 28 CFR Part 35 Section 35.130 and that services, programs or activities furnished to the public through a contract do not subject qualified individuals with a disability to discrimination based on the disability.

38. ALASKA BIDDER PREFERENCE: The award of a contract based on a Request for Quotation (RFQ) will be made to the lowest responsive and responsible bidder after an Alaska bidder preference of five percent (5%) has been applied. An "Alaska bidder" is a person who: (1) holds a current Alaska business license; (2) submits a bid for goods, services, or construction under the name as appearing on the person's current Alaska business license; (3) has maintained a place of business within the state staffed by the bidder or an employee of the bidder for a period of six months immediately preceding the date of the bid; (4) is incorporated or qualified

to do business under the laws of the state, is a sole proprietorship and the proprietor is a resident of the state, is a limited liability company organized under AS 10.50 and all members are residents of the state, or is a partnership under AS 32.06 or AS 32.11 and all partners are residents of the state; and, (5) if a joint venture, is composed entirely of ventures that qualify under (1) - (4) of this subsection. AS 36.30.170, AS 36.30.321(a) and AS 36.30.990(2)

39. ALASKA MILITARY SKILLS PROGRAM PREFERENCE: If a bidder qualifies for the Alaska bidder preference under AS 36.30.321(a) and AS 36.30.990(2) and is a qualifying entity as defined in AS 36.30.321(f), they will be awarded an Alaska Military Skills Program preference of two percent (2%). The preference will be given to an entity which (1) 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 (2) has an active partnership with an entity that employs an apprentice through a program described above, and may not exceed $5,000. The bidder must also add value by actually performing, controlling, managing, and supervising the services provided, or for supplies, the bidder must have sold supplies of the general nature solicited to other state agencies, other governments, or the general public. AS 36.30.321(i)

40. ALASKA VETERAN PREFERENCE: If a bidder qualifies for the Alaska bidder preference under AS 36.30.321(a) and AS 36.30.990(2) and is a qualifying entity as defined in AS 36.30.321(f), they will be awarded an Alaska veteran preference of five percent (5%). The preference will be given to a (1) sole proprietorship owned by an Alaska veteran; (2) partnership under AS 32.06 or AS 32.11 if a majority of the partners are Alaska veterans; (3) limited liability company organized under AS 10.50 if a majority of the members are Alaska veterans; or (4) corporation that is wholly owned by individuals and a majority of the individuals are Alaska veterans, and may not exceed $5,000. The bidder must also add value by actually performing, controlling, managing, and supervising the services provided, or for supplies, the bidder must have sold supplies of the general nature solicited to other state agencies, other governments, or the general public. AS 36.30.321(i)

41. USE OF LOCAL FOREST PRODUCTS: In a project financed by state money in which the use of timber, lumber and manufactured lumber is required, only timber, lumber and manufactured lumber products originating in this state shall be used unless the use of those products has been determined to be impractical, in accordance with AS 36.15.010 and AS 36.30.322.

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

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

44. EMPLOYMENT PROGRAM PREFERENCE: If a bidder qualifies for the Alaska bidder preference, under AS 36.30.321(a) and AS 36.30.990(2), and is offering goods or services through an employment program as defined under 36.30.990(12), they will be awarded an Employment Program Preference of fifteen percent (15%) in accordance with AS 36.30.321(b).

45. ALASKANS WITH DISABILITIES PREFERENCE: If a bidder qualifies for the Alaskan bidder's preference under AS 36.30.321(a) and AS 36.30.990(2), and is a qualifying entity as defined AS 36.30.321(d), the will be awarded an Alaskans with Disabilities Preference of ten percent (10%) in accordance with AS 36.30.321(d). A bidder may not receive both an Employment Program Preference and an Alaskans with Disabilities Preference.

46. PREFERENCE QUALIFICATION LETTER: Regarding preferences 43 and 44 above, the Division of Vocational Rehabilitation in the department of Labor and Workforce Development maintains lists of Alaskan: [1] employment programs that qualify for preference and [2] individuals who qualify for preference as Alaskan's with disabilities. In accordance with AS 36.30.321(i), in order to qualify for one of these preferences, a bidder must add value by actually performing, controlling, managing, and supervising the services provided, or for supplies, a bidder must have sold supplies of the general nature solicited to other state agencies, governments, or the general public.

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

PROJECT SPECIFIC TERMS AND SCOPE OF DUTIES:

PURPOSE: To contract for use of a fully functional scallop fishing vessel by the Alaska Department of Fish and Game (ADF&G) as living quarters and operations base for scallop research survey in the Yakutat and Kayak scallop districts in April-May, 2026. The vessel must be manned by a USCG licensed captain with at least 5 years' experience scallop fishing in Alaska waters and a minimum of 3 crewmembers with experience scallop fishing in Alaska. ADF&G will place up to 5 departmental staff and/or research collaborators aboard the vessel to gather scientific data on scallops, and associated species.

The vessel captain and crew will be required to help install, deploy, tow, and recover two ADF&G's 8' lined scallop dredges, with associated electronics, and assist ADF&G staff with sorting, measuring, and weighing dredge contents. Vessel crew with guidance from ADF&G will be required to maintain and/or repair scallop dredges as needed and shuck scallops all scallops harvested for cost recovery, if needed. Vessel captain or crew member will be required to operate vessel at all times during dredge tows and communicate with ADFG staff with regard to tow locations, speed, course, and dredge sensor data.

The at sea charter period is estimated to last for approximately 21days for the Yakutat and Kayak scallop districts survey.

LENGTH OF CONTRACT: The charter period will be for approximately 21 continuous days occurring between April 10, 2026, and May 10, 2026. These dates are approximate and may be adjusted depending on circumstances with mutual consent of the State and the successful bidder/contractor. Charter length will not exceed 30 days and may be less than 10 days. The State does not guarantee any minimum charter period.

The anticipated charter period itinerary is:

DAY 1: Equipment installation and testing at dock in Kodiak.

DAY 2 TO DAY 20 : At-sea survey operations in the Yakutat and Kayak scallop districts.

Final Day: Offload ADF&G equipment from vessel in Kodiak.

ESTIMATED USE: The charter dates and length of charter referenced in this invitation to bid (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 21 contract days.

PAYMENT FOR THE CHARTER: The contractor will be paid the daily amount bid up to the anticipated maximum of 18 survey days and 3 standby days. The contractor will be paid the daily amount bid for any mutually agreed upon extension of the charter period.

Bidders are requested to submit bids for two separate rates: a 'full' rate for days when operations are conducted at sea, and a separate 'standby' rate for days when ADF&G is working on equipment installation and testing and the vessel is secured to the dock. We estimate 3 days at the standby rate and 18 days at the full rate.

Payment for partial calendar day charter vessel operation once the vessel leaves port and during the 21 continuous day charter period 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 $1/24^{th}$ the daily rate.

Upon completion of the charter, the Contractor will submit a single invoice for the entire project. The State will not make progress or partial payments during the contract period.

DELAYS OR INTERRUPTIONS OF OPERATIONS: For each hour of contract time lost, for any reason other than weather or an act directly attributable to ADF&G personnel aboard the vessel, the State will on each occasion, be entitled to deduct from the total contract payment, an amount equal to the prorated hourly contract rate for each of the hours lost.

In the case of vessel breakdowns, the State representative in charge, and the Vessel Captain will document the time of the last contract activity performed (last dredge deployed, retrieved, 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 or from port (if necessary), repair time, re-provisioning and/or other activities necessary by either the contractor or the State to resume the charter. If the delay is more than 24 hours and State personnel remain on board the vessel, the State will pay the Contractor $50.00 per day, for each State employee, as reimbursement for room and board.

CANCELLATION: The State will have the sole discretion to cancel any contract that results from this ITB.

LOCATION OF VESSEL OPERATION: The vessel is required to operate in the Yakutat District of the Yakutat Management Area and the Kayak District of the Prince William Sound Management Area. The charter will begin and end in Kodiak, Alaska.

CAPTAIN AND CREW ABOARD THE VESSEL: This contract requires an experienced scallop vessel captain and a minimum of 3 crewmembers. Requirements for vessel captain and crew are specified below.

STAFF ABOARD THE VESSEL: During this contract period the State will place up to 5 ADF&G employees and/or research collaborators aboard the vessel.

VESSEL INSPECTION: The vessel will be subject to inspection by ADF&G prior to issuance of the Notice of Intent to Award. The successful bidder must, within 21 days of the close of this bid period, submit a copy of the most recent marine survey accompanied by a letter of stability to ADF&G in Kodiak, Alaska.

The vessel and vessel owner (or designated representative) must be available for an inspection at a specified location mutually agreed upon by the bidder/contractor and the State within 60 days of close of this bid period. If any conditions of concern are noted during ADF&G's inspection or at any time during the subsequent term of the contract, the State will arrange for further inspection by a qualified individual with costs to be borne by ADF&G to determine if the condition of the vessel is acceptable.

If the vessel fails to meet the ITB vessel requirements, the State may consider the offer non-responsive and reject the bid or terminate the contract.

By date certain, all equipment specified in this ITB must be installed and functional. The successful bidder must pay the cost of all the equipment and any vessel alterations needed to meet the requirements of this ITB.

If a vessel fails to meet the ITB requirements at the date certain for total ITB compliance, the State may terminate the contract.

The vessel must meet safety requirements set forth in 46 CFR 28. A USCG Commercial Fishing Vessel Safety Examination sticker, valid for the charter period, must be in possession and a copy submitted to ADF&G. A USCG Commercial Fishing Vessel Safety Exam reflecting the personnel total for vessel crew and ADF&G staff, valid for the charter period, must be in possession and a copy submitted to ADF&G. If a vessel fails to meet this requirement at the time of inspection, a mutually agreed upon date certain will be determined by which the vessel must meet this requirement.

SEAWORTHINESS: Vessel owner and operator have sole responsibility for the seaworthiness of the vessel. 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.

REQUIREMENTS FOR CONTRACTED VESSEL:

A. Vessel must be minimum 100' LOA and be equipped with deck rigging for safe deployment, towing, and recovery of two 8' survey dredges (at times, simultaneously).

B. Vessel must provide winches and wire (trawl warp) for deployment, plus spare parts and tools for repair of dredges. Winches, and wire must be in good operating condition at start of survey. All vessel transducers must be in properly maintained working order prior to departure of the survey.

G. Vessel must provide minimum 400 square feet of clear exterior deck space for handling dredges and sampling dredge contents.

H. Vessel must provide stove, oven, sink, galley table, and all materials and equipment necessary for daily meal preparation, cooking, and clean up. Vessel must provide refrigerated storage space sufficient to maintain food for all onboard personnel for the duration of the survey.

I. Vessel must provide water storage and/or seawater conversion system sufficient to meet fresh water needs including drinking, galley cleaning, showers, and laundry for all onboard personnel for the duration of the survey.

J. Vessel must provide quarters/sleeping space for up to 5 ADF&G staff and/or collaborators in addition to quarters/sleeping space for vessel captain and crew.

K. Vessel must provide safety equipment including: USCG approved first-aid kit; USCG approved EPIRB; USCG approved fire-fighting equipment appropriate for size and type of vessel; USCG approved life rafts of sufficient capacity for all personnel aboard vessel; USCG approved survival suits of appropriate sizes for all personnel aboard vessel.

REQUIREMENTS FOR VESSEL CREW:

A. Crew to consist of a USGC licensed captain with at least 5 seasons of scallop fishing experience in Alaska waters and a minimum of 3 crew with scallop fishing experience. One crewmember must be an engineer with a minimum of 5 years experience aboard scallop fishing vessels and fully knowledgeable of the chartered vessel and equipment. Vessel crew will perform cooking and cleaning duties in addition to operating the vessel and assisting with scientific sampling as requested by ADF&G staff.

B. Vessel captain or crew member will be required to operate vessel at all times during survey and communicate with ADF&G personnel regarding speed, course, and position when towing scallop dredges.

C. Vessel crew will be required to assist ADF&G staff with sampling duties including: deployment, towing, and retrieval of scallop dredges; sorting. measuring, and weighing dredge contents; shucking sampled scallops; maintenance/repair of dredges and related deck equipment

D. The State reserves the right to require replacement of any vessel crewmember. If the vessel operates shorthanded due to replacement or illness of a vessel crewmember for longer than 24 hours, the State may deduct from the charter rate an amount equal to the missing crewman's wages and related direct cost of employment (i.e., social security tax, unemployment insurance, etc.). Any cost for replacing a vessel crewmember will be borne by the contractor. The contractor will be responsible for payment of crewmember wages. The State will be responsible for payment of daily charter rates only, and will not reimburse the contractor for vessel crew wages.

There shall be no alcohol or controlled substances aboard the vessel during this charter period.

UNUSUAL HOURS: It may be necessary to operate the vessel 24 hours continuously during sampling operations or to travel from one sampling location to another. Furthermore, it may be necessary to sample during any period of the 24 hour daily cycle.

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 biologists cannot use it for work for a period of more than 72 hours.

B. Lack of funds for the contract project.

C. Insubordination and/or lack of cooperation by 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 equipment shall be returned to Kodiak.

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

A. Underway, at anchor, or dockside, the captain's orders will be final in matters regarding navigation and general operation of the vessel, operation of vessel equipment and fishing gear, and safety of all persons aboard vessel.

B. 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.

C. The vessel captain will communicate with ADF&G staff and comply with all directives from the ADF&G crew leader regarding research activities provided that those directives do not directly or indirectly endanger the vessel or any person aboard the vessel.

D. The captain must provide a safety orientation briefing to all vessel crew and ADF&G crew prior to departure from Kodiak. Both vessel crew and ADF&G crew must have general instructions regarding the following:

1. The location and operation of lifesaving and emergency equipment.
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.

PERFORMANCE REQUIREMENTS OF VESSEL CAPTAIN AND CREW:

With the vessel serving as an operations base and living quarters for ADF&G crew, 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 or at anchor.

B. Communications base for contact with shore personnel.

C. Basic living accommodations for up to 4 ADF&G staff and/or collaborators. Accommodations are to be in clean and ready condition at start of charter.

D. Meal preparation, cooking and clean up.

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

F. General assistance to ADF&G staff as requested.

CONSUMABLES TO BE PROVIDED BY THE CONTRACTOR AND <u>INCLUDED</u> IN THE PER DAY CONTRACT PRICE:

A. Fuel, filters, lubricants, etc: The contractor will provide all fuel, filters, lubricants, oils, and greases required during the contract and must have a sufficient supply aboard at the start of the contract.

B. Food: The contractor will provide three meals per day for all persons onboard during the charter. This requirement will be waived during standby periods when vessel is secured to dock.

VESSEL INFORMATION FORM: Bidders must complete the vessel information form below.
A bidder's failure to complete the vessel information form may cause the State to reject the bid as non-responsive.

VESSEL **OWNER** NAME: _____

ADDRESS: _____

_____

PHONE: _____ FAX: _____

EMAIL: _____

VESSEL **AGENT** NAME: _____

ADDRESS: _____

_____

PHONE: _____ FAX: _____

EMAIL: _____

VESSEL NAME: _____

ADF&G NUMBER: _____ REGISTRY NUMBER: _____

VESSEL TYPE: _____ YEAR BUILT: _____

CALL SIGN: _____ FREQUENCY(IES): _____

OVERALL LENGTH (feet): _____ GROSS TONNAGE: _____

MAXIMUM SPEED (knots) : _____ CRUISING SPEED: _____

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

WATER STORAGE (gal): _____
SEAWATER TO FRESH WATER CONVERSION SYSTEM: [ ] YES [ ] NO

DIESEL POWERED MAIN ENGINE(S): [ ] YES [ ] NO
TYPE/BRAND: HORSEPOWER:
TYPE/BRAND: HORSEPOWER:

DIESEL POWERED AUXILLARY ENGINE(S): [ ] YES [ ] NO
TYPE: HORSEPOWER: And/or WATTAGE:
TYPE: HORSEPOWER: And/or WATTAGE:

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

If yes, please furnish a copy of the USCG "Commercial Fishing Vessel Safety Examination" letter with your bid.

DATE/LOCATION of LAST MARINE SURVEY: _____

DATE/LOCATION of LAST VESSEL STABILITY TEST: _____

DATE/LOCATION OF VESSEL FOR ADF&G INSPECTION: _____

SURVIVAL EQUIPMENT:

Life rafts: The State requires that the life rafts carried aboard the vessel be USCG approved. The rated capacity of each life raft must be adequate to accommodate all of the people aboard the vessel; this includes the four (4) ADF&G crew, the vessel captain and crew. **Indicate the brand, capacity and USCG approval number of the life rafts onboard the vessel.**

RAFT BRAND	CAPACITY	USCG APPROVAL NUMBER
A.		
B.		
C.		
D.		
E.		

Survival Suits: Bidders must provide at least enough survival suits for the captain and vessel crew. The State will supply survival suits for the ADF&G biologists.
Indicate the brand and model of survival suits onboard the vessel.

SURVIVAL SUIT BRAND AND MODEL	NUMBER OF SUITS
A.	
B.	
C.	
D.	
E.	

Failure to specify USCG approved life rafts to accommodate all those onboard and survival suits for the vessel captain and crew will cause the State to reject the bid as non responsive.

EQUIPMENT CALLED FOR IN THIS ITB:
Is all of the equipment called for in this ITB installed and functional on the date of the bid opening?

[ ] YES [ ] NO

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

_____

_____

_____

_____

Note to Bidder: All of the equipment called for in this ITB must be installed and functional by a time agreed upon during the vessel inspection.

CAPTAIN AND CREW EXPERIENCE INFORMATION: Bidders must complete the captain and crew information forms below. A bidder's failure to complete the captain and crew information forms may cause the State to reject the bid as non-responsive.

CAPTAIN'S USCG LICENSE: **T**he captain must be licensed by the USCG for the size/type vessel being offered. In the space provided, bidders must enter the name of the person who will serve as captain of the vessel. A photocopy of that person's USCG license 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.

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 the person begins working as 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.

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

_____

VESSEL CAPTAIN

Identify the rating(s) held by the person named above.

[ ] Operator of Uninspected Six Passenger Vessels				
[ ] Master,	25 Ton vessels	[ ] Inland	[ ] Near coastal	[ ] Unlimited
[ ] Master,	50 Ton vessels	[ ] Inland	[ ] Near coastal	[ ] Unlimited
[ ] Master,	100 Ton vessels	[ ] Inland	[ ] Near coastal	[ ] Unlimited
[ ] Master,	150 Ton vessels	[ ] Inland	[ ] Near coastal	[ ] Unlimited
[ ] Master,	200 Ton vessels	[ ] Inland	[ ] Near coastal	[ ] Unlimited
[ ] Master,	500 Ton vessels	[ ] Inland	[ ] Near coastal	[ ] Unlimited
[ ] Master,	1600 Ton vessels	[ ] Inland	[ ] Near coastal	[ ] Unlimited

CAPTAIN EXPERIENCE REQUIREMENTS: The vessel captain must have at least five (5) seasons of scallop fishing experience in Alaska waters . The captain must also have a minimum of one (1) year experience, as a captain, in the type and size vessel specified for this contract.

- Captain's experience operating scallop vessel in Alaska waters: _____ years.
- Captain's experience, as a captain, in various size and type/class of 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: _____

CREW REQUIREMENTS: In addition to the captain, the vessel crew must consist of at least three (3) experienced fishermen. The contractor will be responsible for payment of wages, direct cost of employment and fringe benefits, if any, to the vessel crewmembers. The State will be responsible for payment of the daily charter rate only and will not reimburse the contractor for crew wages in addition to the charter rate.

CREW EXPERIENCE REQUIREMENTS:

ENGINEER: One of the crew must be an engineer. The engineer must have a minimum of five (5) years' experience as an engineer in the type and size vessel specified for this contract. In the space provided, bidder must enter the name of the person who will serve as engineer of the vessel for the charter.

_____

ENGINEER

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

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: _____

Appendix E – Marine Charter Insurance

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

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

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

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

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

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

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

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

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

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

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

When a certificate of insurance is furnished, it shall contain the following statement:
"This is to certify that the policies described herein comply with all aspects of the insurance requirements of (Project Name and Number)."