

# STATE OF ALASKA REQUEST FOR PROPOSALS



## NSEI CHATHAM STRAIT SABLEFISH SURVEYS RFP 2026-1100-0340

ISSUED 6/2/2026

SINCE 1988, THE ALASKA DEPARTMENT OF FISH AND GAME HAS CONDUCTED ANNUAL SURVEYS IN CHATHAM STRAIT TO MONITOR SABLEFISH ABUNDANCE AND COLLECT BIOLOGICAL DATA. THE SURVEYS USE STANDARDIZED GEAR AND STATION LOCATIONS TO TRACK POPULATION TRENDS OVER TIME. THREE CONTRACTED VESSELS ARE USED CONCURRENTLY TO FISH THE FULL SURVEY AREA WITH SABLEFISH POT GEAR, WHICH INCLUDES THE NORTHERN, CENTRAL, AND SOUTHERN SECTIONS.

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**ISSUED BY:**

DEPARTMENT OF FISH AND GAME  
DIVISION OF ADMINISTRATIVE SERVICES

**PRIMARY CONTACT:**

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**OFFERORS ARE NOT REQUIRED TO RETURN THIS FORM.**

**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 IN THIS DOCUMENT TO RECEIVE NOTIFICATION OF SUBSEQUENT AMENDMENTS. FAILURE TO CONTACT THE PROCUREMENT OFFICER MAY RESULT IN THE REJECTION OF YOUR OFFER.

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## **INTRODUCTION & INSTRUCTIONS**

### **SEC. 1.01 PURPOSE OF THE RFP**

The Department of Fish & Game, Division of Commercial Fisheries, is soliciting proposals for the Chatham Strait sablefish pot survey. The Alaska Department of Fish and Game (ADF&G) has conducted a survey annually in the Northern Southeast Inside (NSEI) Subdistrict (Chatham Strait) since 1988. This survey provides an annual estimate of the relative abundance of sablefish and allows staff to collect size and age data for sablefish in Chatham Strait. Because the catch from these surveys is compared from year to year to help determine sablefish trends, the survey station locations and gear must be standardized. Three commercial vessels are chartered to complete the survey, as there are three concurrent portions (Northern, Central, Southern) that make up the Chatham Strait survey. This RFP covers five years (2026, 2027, 2028, 2029, 2030) of surveys for each portion.

### **SEC. 1.02 BUDGET**

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

### **SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS**

Proposals must be received no later than 2:00 PM prevailing Alaska Standard Time on June 23, 2026, as indicated by postmark or email timestamp and late proposals will not be considered.

### **SEC. 1.04 PRIOR EXPERIENCE**

In order for offers to be considered responsive, offerors must meet these minimum prior experience requirements:

- The captain must have a minimum of five (5) years of experience operating a commercial groundfish pot and/or longline fishing vessel (the type and size specified in this request) in Alaskan waters.
- Per U.S. Coast Guard (USCG) requirements, the captain must either hold an appropriate USCG captain's license or have a licensed crewmember aboard the vessel during the contracted charter or obtain a Letter of Examination from the USCG for this contract.
- The captain must have experience operating commercial sablefish pot gear (as captain or crew) and must document a minimum of 20 unique commercial sablefish pot gear landings through logbooks, fish tickets, or other qualifying documentation.
- Two (2) crewmembers are required to have at least one (1) year of commercial fishing experience each and should be proficient in all duties normally required in a commercial fishing operation using longlined pot gear.

An offeror's failure to meet these minimum prior experience requirements will cause their proposal to be considered non-responsive and rejected. In order to meet these minimum requirements, offerors must complete Attachment 4 – Appendix E – NSEI Chatham Strait Vessel Information and Marine Insurance form.

## SEC. 1.05 REQUIRED REVIEW

Offerors should carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and questionable or objectionable material should be made in writing and received by the procurement officer at least ten days before the deadline for receipt of proposals. This will allow time for the issuance of any necessary amendments. It will also help prevent the opening of a defective proposal and exposure of offeror's proposals upon which award could not be made.

## SEC. 1.06 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS

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 RFP. These questions may be answered over the telephone. Other questions may be more complex and may require a written amendment to the RFP. The procurement officer will make that decision.

PROCUREMENT OFFICER: **ERIC VERRELLI** – PHONE **907-465-6178** –  
**ERIC.VERRELLI@ALASKA.GOV**

## SEC. 1.07 RETURN INSTRUCTIONS

Electronic proposal submission via email is preferred, the technical proposal and cost proposal must be saved as separate PDF documents and emailed to [dfg.contracting@alaska.gov](mailto:dfg.contracting@alaska.gov) as separate, clearly labeled attachments, such as “Vendor A – Technical Proposal.pdf” and “Vendor A – Cost Proposal.pdf”. The email must contain the RFP number in the subject line.

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 proposal exceeds this size, the proposal 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. Similar to sending a hard copy proposal, if you are emailing your proposal, the state recommends sending it with enough time to ensure the email is delivered by the deadline for receipt of proposals.

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

If submitting a hard copy proposal, Offerors must submit one hard copy of their proposal to the procurement officer in a sealed package. The cost proposal included with the package must be sealed separately from the rest of the proposal and must be clearly identified. The sealed proposal package(s) must be addressed as follows:

Department of Fish and Game  
Division of Administrative Services

Attention: **ERIC VERRELLI**  
Request for Proposal (RFP) Number: **2026-1100-0340**

RFP Title: CHATHAM STRAIT SABLEFISH SURVEYS

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

**PO BOX 115526**  
**JUNEAU, AK 99811-5526**

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

**1255 W 8<sup>TH</sup> ST.**  
**JUNEAU, AK 99802**

### **SEC. 1.08 ASSISTANCE TO OFFERORS WITH A DISABILITY**

Offerors with a disability may receive accommodation regarding the means of communicating this RFP or participating in the procurement process. For more information, contact the procurement officer no later than ten days prior to the deadline for receipt of proposals.

### **SEC. 1.09 AMENDMENTS TO PROPOSALS**

Amendments to or withdrawals of proposals will only be allowed if acceptable requests are received prior to the deadline that is set for receipt of proposals. No amendments or withdrawals will be accepted after the deadline unless they are in response to the state's request in accordance with 2 AAC 12.290.

### **SEC. 1.10 AMENDMENTS TO THE RFP**

If an amendment is issued before the deadline for receipt of proposals, 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 RFP and to those who have registered with the procurement officer after receiving the RFP from the OPN.

After receipt of proposals, if there is a need for any substantial clarification or material change in the RFP, an amendment will be issued. The amendment will incorporate the clarification or change, and a new date and time established for new or amended proposals. Evaluations may be adjusted as a result of receiving new or amended proposals.

### **SEC. 1.11 RFP SCHEDULE**

RFP schedule set out herein represents the state's best estimate of the schedule that will be followed. If a component of this schedule, such as the deadline for receipt of proposals, is delayed, the rest of the schedule may be shifted accordingly. All times are Alaska Standard Time.

<b>ACTIVITY</b>	<b>TIME</b>	<b>DATE</b>
Issue Date / RFP Released		6/2/2026
Deadline for Receipt of Proposals / Proposal Due Date	2:00 PM AKST	6/23/2026
Proposal Evaluations Complete		6/30/2026
Notice of Intent to Award		6/30/2026

Contract Issued		7/9/2026
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This RFP 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. 1.12 PRE-PROPOSAL CONFERENCE/TELECONFERENCE**

No Pre-proposal conference will be held.

### **SEC. 1.13 ALTERNATE PROPOSALS**

Offerors may only submit one proposal for evaluation. In accordance with 2 AAC 12.830 alternate proposals (proposals that offer something different than what is asked for) will be rejected.

### **SEC. 1.14 NEWS RELEASES**

News releases related to this RFP will not be made without prior approval of the project director.

## **SECTION 2. BACKGROUND INFORMATION**

### **SEC. 2.01 BACKGROUND INFORMATION**

Since 1988, the ADF&G has conducted an annual NSEI longline survey at fixed survey stations to collect fishery independent data including catch per unit effort (CPUE), sablefish age, length, weight, sex, and maturity. Longline survey data were integrated into a yield-per-recruit assessment from 1997–2019, and into a statistical catch-at-age assessment (SCAA) since 2020. The SCAA model uses surveys' sablefish CPUE (numbers of sablefish per hook), sablefish age and length compositions, and female maturity-at-age data to determine NSEI Subdistrict commercial sablefish fishery annual harvest objectives.

Beginning in 2026, the department completely changed to collapsible pot gear due to logistical issues with the hook-and-line surveys and ongoing whale depredation, which compromised survey data. The NSEI sablefish survey is designed as a stratified, fixed-station survey with 42 stations located in Chatham Strait between the latitudes of Point Howard on Kuiu Island and Point Hepburn on Admiralty Island. The survey area is divided into 3 sections: Southern, Central, and Northern. See map on next page.

Each section consists of 14 stations located at depths between 220 to 450 fathoms. Three commercial vessels are chartered to complete the survey each year. Timing of the survey is from mid-July to early August during the smallest difference between low and high tides, as large tides cause gear entanglements. Survey duration is approximately 1 week; however, in the event of weather or mechanical delays, the survey may be extended to a maximum of 14 days. If winds exceed 25 knots, fishing operations may be suspended to provide for the safety of crew and to prevent deterioration of data quality due to loss of fish in rough seas.

Each vessel is staffed with 2 scientific ADF&G crew members; one is assigned as crew leader. ADF&G staff are responsible for data collection and entry, as well as their adherence to survey protocols outlined in this document. The vessel crew consists of a captain (skipper) and 2–3 experienced crew. The skipper is responsible for general navigation, crew supervision, and control of the vessel. The vessels set gear at 3 stations per day for 4 days and have 1 day in which only 2 stations are fished. The ADF&G crew leader on each vessel works with the skipper to adjust the daily schedule to accommodate changes in weather, whale depredation, problems with gear or the vessel, delays in tender schedules, or other issues that arise.

The objectives for this scientific survey are:

1. Collect CPUE data from 42 survey stations in the NSEI Subdistrict and randomly sample 550 sablefish for biological data including fork length, weight, sex, gonad maturity stage, and otoliths (age structures).
2. Measure an additional 550 randomly sampled sablefish (fork length) during the survey.
3. Identify and enumerate, to the lowest possible taxonomic group, all other species captured in pot gear during the survey.
4. Recover tagged sablefish, record tag and recovery information, and collect length data for tagged fish caught in pots during the survey.

# Chatham Pot Survey Stations 2025-2030



## SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

### SEC. 3.01 SCOPE OF WORK

The Department of Fish & Game, Division of Commercial Fisheries, is soliciting proposals to contract three vessels to simultaneously fish the Chatham Strait sablefish pot survey in mid-July to mid-August for 5 years (2026, 2027, 2028, 2029, 2030). All survey vessels must depart from and return to specified ports in Southeast Alaska. The annual survey is expected to take 7 days but could last longer depending on weather conditions or other issues. The maximum length of the survey each year is not expected to exceed 14 days. **Offerors may submit a proposal for all three sections of the survey but cannot be awarded more than one section for all 5 years as the survey sections are fished simultaneously.**

**CAPTAIN AND CREW:** This project requires a vessel captain, and a minimum of two (2) crewmembers, who meet the minimum experience requirements detailed above. The offeror agrees to employ a crew sufficient to conduct the activities detailed in this contract. The captain is responsible for all matters relating to safety of personnel, the vessel, and equipment operation. The captain must adhere at all times to Navigational Rules and Rules of the Road whether it be during fishing operations, running, drifting, or when at anchor. The captain must also obey all USCG rules, applicable state/federal regulations including fishing regulations, statutes, and licensing pertaining to the operation of the vessel. The decision of the captain shall be final in matters pertaining to proper navigation and safety of the vessel, vessel crew, and fishing gear; however, the vessel captain will obey all orders given by ADF&G staff regarding the State’s research activities, provided those orders do not endanger the vessel or the persons aboard the vessel. The captain shall review safety procedures and equipment with ADF&G staff at the beginning of the survey according to ADF&G protocols.

Duties on pot vessels include stacking pots and coiling groundline during each set, replacing biotwine and fixing damaged pots, baiting pots with fresh bait, setting and retrieving 30 pots for up to three sets each day, snapping cannonball sash weights to groundline as the gear is being deployed, handling and icing fish according to the highest industry standards, cleaning the deck regularly, and offloading fish at the processor or tender. Additional crewmember(s) are at the discretion of the captain and must be capable of carrying out all these tasks, but one year of experience is not required. The offeror shall be responsible for payment of wages, direct cost of employment and fringe benefits, if any, to the vessel crewmembers.

**DUTIES OF CHARTER:** There are 14 stations in each survey portion; however, the exact location of these stations may be changed during the 2026 survey to accommodate the survey redesign using pot gear. The survey vessel must complete their assigned stations following the schedule proposed in the next section below, or as agreed upon by the ADF&G Crew Leader and the captain. The captain must have the ability to set gear with precision at predetermined stations. Up to three stations are fished per day. Due to the longer soak time and additional run time, pot survey vessels must set two stations the night before to allow at least 7 hours of soak time.

Each station consists of one set of pot gear (30 slinky pots; 30 fathom pot spacing with a 7 pound cannonball in between each pot). Each pot set must soak a minimum of 7 hours and no more than 18 hours, requiring evening deployment for two of the three sets. The vessel crew must be capable of baiting, setting, and retrieving three pot sets per day (90 pots per day). Bait must be fresh cut squid, thawed no more than

24 hours prior to use. Squid must be cut into 2” sections and we will utilize the entirety of the squid, for a total of 4 pounds of chopped squid bait per bait bag per pot. Bait box inventory (used vs remaining) may be requested by ADF&G staff daily to ensure enough bait is left to complete the remaining survey stations or to request more bait from the processor.

The survey gear is a standardized length, contains a standard number of pots placed at a standard interval, and is baited with chopped squid. The vessel crew must maintain the gear to State standards every day by repairing or replacing damaged beackets, bridles, groundline, biotwine, door closures, or entire pots, as well as properly splicing groundline to ensure pot spacing, total number pots per skate, and total groundline length are not compromised.

Pot sets must have a minimum soak time of 7 hours and maximum of 18 hours. The first and second sets must be deployed by 9:00 p.m. daily, and the third set deployed at 5:00 a.m. the next morning. The captain and ADF&G Crew Leader should discuss the best order of stations to minimize run time between stations and ensure appropriate soak times. Department staff record data while setting and hauling gear. It is critical that the captain and vessel crew communicate plans with ADF&G staff to ensure adequate time for preparation (at least 30 minutes notice) prior to set and haul events.

While setting gear, deck crew must be capable of clearly and loudly announcing each pot as it exits the vessel. One ADF&G staff person will be in the wheelhouse recording set data and must be able to clearly see the chart plotter and depth sounder. While hauling gear, one ADF&G staff person will be recording catch data for every pot and must have a safe place to sit or stand at or near the sorting table with clear view of the gear and pot contents. The other ADF&G staff person will be collecting biological samples from approximately every 20th sablefish that comes on board the vessel. This requires adequate space to sample fish, preferably on top of the hatch cover or at a similarly positioned worktable with enough space for a 1-meter-long measuring board, digital scale, otolith trays, clipboards, and other sampling supplies. The sampling station must have clear access to the sample bins and tubs where sablefish will be placed by the crew at the roller. Vessel crew must assist ADF&G staff when necessary to ensure survey operations go smoothly. This includes accurately and safely placing sablefish designated as samples into the appropriate sample bin.

Fish not required for sale (e.g., skates, sharks, soles, lingcod, flounders, etc.) must be carefully released after being counted to minimize discard mortality. Fish retained for sale must be iced by the vessel crew according to industry standards set by the State’s processor. Each vessel will offload once during the survey to a tender or dockside processor and again at the end of the survey, either to a tender or dockside processor. Offload details are dependent upon the winning processor of the fish buy bid and will be coordinated among the processor, ADF&G Crew Leader, and the captain. It is critical that each vessel adheres to their offload schedule. Any changes in offload schedules must be discussed and approved by the ADF&G staff and captain, the tender operator(s) if applicable, and the processor.

**GEAR REQUIREMENTS:** Before the survey begins, the vessel will retrieve ADF&G survey gear from a designated storage or shipping area and return all ADF&G gear to an agreed upon area when the survey is complete. Expenses will be covered by ADF&G if survey gear is shipped to its designated port. Loading and unloading of supplies and gear will be the responsibility of the captain with assistance from ADF&G staff, as available. The department will supply the pot vessel with approximately 100 slinky pots (90 are

required for fishing and the remainder as spares), groundline with beackets marked uniquely for the slinky pots and cannonball sash weights, 100 7-lb. lead cannonball sash weights (one cannonball is placed between each pot), various sizes of tubs, 100 bait bags, and 2,000 lb of squid bait. The processor purchasing the fish is responsible for supplying the ice and bait to the vessel at the port of departure and again during the first offload service.

The vessel must supply mud anchors (at least 45 lb) and 100 fathoms of running line for each set end for pot gear, as well as enough buoy line, marked buoys, and flags for fishing three sets simultaneously. The vessel crew must thoroughly clean and rinse all pots and bait bags, rebuild all gear to standardized condition, splice groundline if needed, and coil the lines to the department's specifications.

**WEATHER DELAY:** The sablefish surveys are demanding due to multiple consecutive long fishing days. Rough seas, severe weather, and high winds further complicate and exacerbate the intensity. As a guideline, fishing shall not occur when seas exceed 10 ft. and/or winds exceed 30 kts. If foul weather events are forecasted, plans shall be discussed between captain and ADF&G Crew Leader, prior to setting, to reduce the chance of lost gear or invalid soak times if unable to retrieve gear. The ADF&G Crew Leader in consultation with the captain shall decide whether to call a foul weather day. If a foul weather day(s) occurs, it is preferred that the vessel wait out the weather in the nearest bay. The survey end date may be delayed until all stations for that survey portion are completed. No stations shall be skipped unless the foul weather extends beyond the four weather-days provided in the 14-day contract and the vessel is unable to extend at the charter rate per day to complete the survey.

Department staff and/or the captain may suspend fishing operations if it is determined that the weather is significantly biasing the catch, affecting the ability of ADF&G staff to collect biological samples, and/or compromising the safety of ADF&G staff and vessel crew. Bait must not be thawed more than 24 hours prior to fishing so it is important to communicate plans with the vessel crew, especially when baiting efforts should be halted if delayed.

**WHALE DEPREDATION:** With the implementation of pot gear, whale depredation is hopefully mitigated. However, should whales begin depredating sablefish in pots, the ADF&G Crew Leader and captain should decide the best course of action to reduce damaging the remainder of the pot gear and future sets.

**SALE OF FISH HARVESTED DURING SURVEY:** The State has a contract processor in place for the purchase of the survey fish. The department will sell all sablefish and bycatch from the surveys to help offset survey expenses. Permit holders with valid IFQ shall retain and sell legal halibut in accordance with commercial halibut regulations. If the tender used during the mid-trip offload is not authorized to make IFQ landings, the halibut must be sold when the vessel returns to port.

**TERMINATION OF CONTRACT:** The work involved in this survey must be performed accurately, in a timely manner, and within the established guidelines of this contract. If there is any safety concern, the ADF&G Crew Leader and vessel captain shall resolve the concern before continuing operations. If the ADF&G Crew Leader and vessel captain are unable to resolve any problem(s) which could threaten the safety of the persons on board, the ADF&G Crew Leader in consultation with the ADF&G Groundfish Project Leader, Groundfish/Shellfish Coordinator, Procurement Officer, and Regional Supervisor will direct the vessel to return to port where an acceptable solution will be arranged between ADF&G officials

and the captain, otherwise the charter will be terminated. If required to return to port, the vessel will be off charter contractual payment and will remain off charter contractual payment until the problem has been resolved or the contract terminated. All concerns, resolved or not, must be documented in writing by both the ADF&G Crew Leader and vessel captain.

The State retains final authority in all matters related to the contract and survey duties and will have the sole discretion to cancel any contract that results from this contract after the charter has commenced, if it is determined that the vessel does not comply with the terms specified in this contract.

The State may, without fault or liability, terminate the contract at any time including, but not limited to, the following reasons:

- the ADF&G staff on board the vessel has safety concerns that cannot be alleviated while at sea,
- the vessel captain and/or crew do not comply with the terms of this contract and/or additional direction provided by ADF&G staff,
- the captain and/or crew are incapable of completing the survey in a safe and timely manner by failing to successfully complete at least 2 but no more than 3 sets per day within the workday length and hours previously described, thus creating health risks and safety hazards,
- there is an issue with insubordination and/or lack of cooperation by the vessel captain or the vessel crewmembers,
- alcohol consumption, illicit drug use, or harassment occurs at any point during the survey, as the vessel shall provide a working environment that is free from intimidation and harassment,
- the condition of the vessel or essential equipment on the vessel is defective and remains such that it cannot be used or repaired within 72 hours,
- there is a lack of funds for the contract project,
- there is a failure of the vessel, the vessel captain, or the vessel crew to report at the time and location specified in this contract to begin or continue the contract.

In the event of early termination of the contract, the vessel must return to the port designated by ADF&G officials and allow ADF&G staff to safely disembark the vessel. Contract payments will cease on the date of which the termination occurred. However, the vessel will be compensated for unloading State owned equipment. In the event of early termination, the Contractor will be provided notice from the Crew Leader in writing which explains the reason for the termination, provides an up-to-date accounting of work performed to date, and provides instructions for the disposition of State-owned equipment remaining on the vessel. This document will be signed by both parties on-site and sent to the ADF&G Procurement Officer.

**STATE’S RIGHTS REGARDING VESSEL CAPTAIN AND VESSEL CREWMEMBER’S EMPLOYMENT AND CONDUCT:** The State will have the right to require replacement of any vessel crewmember and to require the vessel captain to employ such personnel as the State may deem best. Regardless of the conditions which prompt the replacement, the total cost of replacing a vessel crewmember aboard the vessel will be solely at the contractor’s expense.

There will be a **zero-tolerance** policy in regard to consumption of alcohol or controlled substances aboard the contract vessel during the survey period, including days at sea and anchor days, as well as when the vessel is at the dock during loading and offloading. Consumption of alcohol or controlled substances aboard the vessel during the survey period will result in termination of the contract. Consumption of

alcohol rules apply to ADF&G staff, the vessel captain, and the vessel crew. The contractor/captain shall hold the State harmless from any liability caused by the loss of the vessel or damage caused to the vessel or arising out of operation of the vessel or actions by the crew.

**VESSEL REQUIREMENTS:** The vessel must be mechanically dependable, capable of operating in weather common to Chatham Strait and have an endurance capability for operating and fishing for a minimum of seven (7) consecutive days, including running to and from stations. **The vessel must meet the following minimum requirements to be considered responsive to the bid:**

- A. Minimum registered length of 50 ft.
- B. Minimum cruising speed of 8 knots to enable completion of three survey stations daily, transit to the next station (average of 9 nmi) and be ready to fish the following day.
- C. **A private, fully-functioning marine head.** A Porta-potti, bucket, or a similar waste system that requires manual waste removal is not considered fully-functioning.
- D. Clean, safe individual sleeping accommodations sufficient for five persons, including two ADF&G employees in addition to the vessel captain and two crewmembers. Mattresses, but not bedding are required for ADF&G staff.
- E. Smoking and vaping shall not be allowed in common areas inside the vessel during the charter period. Specifically, these areas include sleeping quarters, galley, head, and wheelhouse.
- F. Adequate lighting, space to work, and AC power outlets to recharge electronic tablets are required.
- G. A stove, oven, sink, refrigerator, galley table, and all equipment necessary for daily meal preparation, cooking, and cleanup.
- H. The deck of the vessel must have at least 40 sq. ft. of sheltered area (e.g., bait shed) available for ADF&G staff to sample fish and to store sampling gear.
- I. Color video sounder capable of detailed resolution to 450 fathoms, GPS plotter, and operational radar with a minimum range of 24 miles.
- J. Minimum potable fresh water supply of 200 gallons.
- K. Minimum fish hold capacity of five (5) tons, with room to haul ice.
- L. Ability to ice and store fish on board. If the vessel intends to utilize slush ice or an RSW system for holding round sablefish, the vessel must have means (separate fish hold or tote on deck) to ice up to 1,300 lb of dressed sablefish and 500 lb of round rockfish.
- M. The vessel must carry a fully operational pump capable of pumping out the fish hold in 15–25 minutes.
- N. Marine VHF radio.
- O. Minimum safety gear required includes USCG approved first aid kit, fire-fighting equipment appropriate for the vessel size and type, a reboarding ladder or a system of recovering a man-over-board using mechanical advantage, life rafts(s) and appropriate SOLAS kit for vessel size and area of operation large enough to accommodate all persons aboard. This includes ADF&G staff, the vessel captain, and the crewmembers. Survival suits are required for the vessel crew. Department personnel will provide their own survival suits.

**VESSEL INSPECTION:** The vessel will be subject to an inspection (Commercial Fishing Vessel Safety Exam) by the USCG and ADF&G. The USCG inspection will not be required if the vessel has passed a

USCG Commercial Fishing Vessel Safety Exam within the last twelve months. The vessel must comply with the Federal Requirements for Commercial Fishing Industry Vessels. A copy of the servicing/re-inspection certificate for all life rafts on the vessel must be provided at the time of inspection.

If requested by the department, the bidder must, upon five (5) days' notice, make the vessel available for inspection by ADF&G staff at Sitka, Juneau, Ketchikan, or Petersburg. All the equipment called for in this contract must be installed and functional by the date established for the ADF&G vessel inspection. The successful bidder must pay the cost of all the equipment and of any vessel alterations needed to meet the requirements of this contract. If, at the time of inspection, a vessel fails to meet the contract requirements, the State may consider the offer non-responsive and reject the bid or terminate the contract.

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

**CONSUMABLES TO BE PROVIDED BY THE CONTRACTOR AND INCLUDED IN THE CONTRACT PRICE:** The contractor will provide all fuel, lubricants, oils, greases, and filters required during the contract. At the beginning of the contract, all fuel and 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. The contractor will provide two cooked meals each day for all onboard (ADF&G crew, the vessel captain and crew) and healthy foods available for additional meals and snacking (for example, fruit, nuts, cheese, crackers, trail mix, etc.). Mealtimes shall be coordinated with ADF&G staff and fall within reasonable mealtime hours (e.g., reasonable dinner times are between 5:00–8:00 p.m.).

**SHORE EXCURSIONS:** Shore excursions are not prohibited under State contract, but such activities fall outside the mandates of the contracted work. The contractor is responsible for the safety of all concerned during such activities and may not fully be protected by insurance policies during non-contracted activities. It is required that float plans be completed before making shore excursions, that all participants wear approved flotation devices, skiffs be stocked with a boat kit (emergency oars, bailer, line, etc.), and that the group carry a shore kit (handheld VHF radio, first aid kit, bear protection, etc.).

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

### **SEC. 3.02 CONTRACT TERM AND WORK SCHEDULE**

The length of the contract will be from the date of award, approximately July 2026, for approximately 5 years until completion, approximately December 2030.

Year	Approximate Contract Dates	Approximate Survey Dates
2026	July 17 – 31	July 20 – 26
2027	August 5 – 19	August 8 – 14
2028	July 9 – 23	July 12 – 18
2029	July 28 – August 11	July 31 – August 6
2030	July 18 – August 1	July 21 – 27

The typical length of the survey is seven (7) days during the smallest tides in July and August; however, the contract period is for 14 consecutive charter days. This provides a buffer for weather, or other delays, and allows for pre- and post-survey gear loading. The vessel must be exclusively available to the department during this 14-day period each year until all requirements of the charter are fulfilled.

The 2026 sablefish pot survey will be the first survey since the gear change and will require more flexibility than past surveys given the major changes in daily schedules for setting and hauling; captains should plan accordingly. The starting date may be adjusted, with mutual consent between ADF&G and the successful bidder/contractor.

**Example schedule for the annual survey charter is as follows:**

**Pre-survey (3 days):** Load gear on vessel. Bait is provided by State’s processor and vessels shall make arrangements with processor to receive bait and ice. Crew must replace biotwine on all pots.

**Day 1:** Travel to Chatham Strait. Bait pots enroute (pots cannot be baited more than 24 hours in advance). Survey vessels must depart port early enough to deploy first two sets by 9:00 p.m.

**Day 2:** Deploy 3<sup>rd</sup> set at 5:00 a.m. or earlier. Haul all 3 sets. Travel to next stations. Deploy two sets.

**Day 3:** Deploy 3<sup>rd</sup> set at 5:00 a.m. or earlier. Haul all 3 sets. Travel to next stations. Deploy two sets.

**Day 4:** Haul both sets, beginning at 5:00 a.m. or earlier. Travel to processor or tender for offload. Get fresh ice and bait. Return to fishing grounds early enough to deploy first two sets by 9:00 p.m.

**Day 5:** Deploy 3<sup>rd</sup> set at 5:00 a.m. or earlier. Haul all 3 sets. Travel to next stations. Deploy two sets.

**Day 6:** Deploy 3<sup>rd</sup> set at 5:00 a.m. or earlier. Haul all 3 sets. Travel to processor or tender for offload if all stations are completed. Otherwise, complete remaining stations. Begin overhauling gear as required.

**Post-survey (3 days):** Second delivery offload. Overhaul, clean, and deliver survey gear. Up to three (3) days delay for weather or whales will be included as part of the charter bid. Additional days may be required due to weather, whale depredation, other problems, or if ADF&G staff request the contractor to make additional sets. At the end of the survey, the vessel crew is required to thoroughly clean and overhaul the gear to standardized condition, completely clean bait bags, and coil and secure all groundlines and pots. Gear shall be returned to the State’s storage or shipped to a different port at the State’s expense as directed by ADF&G staff.

**The expected daily schedule is:**

Set #	Set Time	Haul Time	Soak Time
1	5:00 p.m. (previous evening)	6:00 a.m.–8:00 a.m.	~13 hours
2	7:00 p.m. (previous evening)	9:00 a.m.–11:00 a.m.	~14 hours
3	5:00 a.m.	12:00 p.m.–2:00 p.m.	~7 hours

Workday length shall provide for adequate sleep for ADF&G staff and crew. Sleep deprivation is a health hazard and safety risk. ADF&G staff will not tolerate excessive workday length or working hours that span late into the night/early morning. The decisions of workday length and hours are based on schedules outlined above and on the activity expected for that day (travel, tender offload, fishing, etc.), as well as on prevailing weather conditions, and must be discussed and agreed upon by the ADF&G Crew Leader and vessel captain.

Unless otherwise provided in this RFP, the State and the successful offeror/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. 3.03 DELIVERABLES**

The contractor will be required to provide the following deliverables for each annual sablefish survey:

- A. Captain and 2–3 crew: must meet minimum requirements specified above.
- B. Vessel: must meet minimum requirements specified above, including a safe workspace and living quarters for two ADF&G biologists.
- C. Fishing operations: must complete all 14 assigned survey stations in Chatham Strait, including successfully setting and hauling 3 pot sets per day, per scientific methods outlined above.
- D. Fish handling and offloads: all retained fish must be iced and held to industry standards.
- E. Gear management: crew must be able to maintain and bait gear daily, repair fishing gear throughout the survey, and return gear to storage in standardized condition.
- F. Support for scientific staff: provide adequate notice prior to setting and hauling gear and assist ADF&G staff as needed

### **SEC. 3.04 CONTRACT TYPE**

This contract is a **FIXED PRICE** contract. Contractors will be held to the rates they submit in their cost proposal.

### **SEC. 3.05 PROPOSED PAYMENT PROCEDURES**

The state will make a single payment when all of the deliverables are received, and the contract is completed and approved by the project director.

### **SEC. 3.06 PROMPT PAYMENT FOR STATE PURCHASES**

Reserved.

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### **SEC. 3.07 CONTRACT PAYMENT**

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

Payment for agreements under \$500,000 for the undisputed purchase of goods or services provided to a state agency, will be made within 30 days of the receipt of a proper billing or the delivery of the goods or services to the location(s) specified in the agreement, whichever is later. A late payment is subject to 1.5% interest per month on the unpaid balance. Interest will not be paid if there is a dispute or if there is an agreement that establishes a lower interest rate or precludes the charging of interest.

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

### **SEC. 3.08 CONTRACT PRICE ADJUSTMENTS**

Pricing will be fixed based on annual rates submitted in Attachment 1 – Cost Proposal.

### **SEC. 3.09 LOCATION OF WORK**

The charter will commence from and terminate in a Southeast port, depending on the State's processor and offload arrangements. Survey vessels must depart port early enough on the first day to transit to their survey fishing grounds and deploy up to two sets before 9:00 p.m. The location(s) the work is to be performed, completed, and managed includes Chatham Strait, and the tender offload(s) will be coordinated at a specific location in Chatham Strait with the winning processor's tender.

The state will not provide workspace for the contractor. The contractor must provide its own workspace.

By signing their proposal, the offeror certifies that all services provided under this contract by the contractor and all subcontractors shall be performed in the United States.

If the offeror cannot certify that all work will be performed in the United States, the offeror must contact the procurement officer in writing to request a waiver at least 10 days prior to the deadline for receipt of proposals.

The request must include a detailed description of the portion of work that will be performed outside the United States, where, by whom, and the reason the waiver is necessary.

Failure to comply with these requirements may cause the state to reject the proposal as non-responsive or cancel the contract.

### **SEC. 3.10 THIRD-PARTY SERVICE PROVIDERS**

Reserved.

### **SEC. 3.11 SUBCONTRACTORS**

Subcontractors will not be allowed.

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**SEC. 3.12 JOINT VENTURES**

Joint ventures will not be allowed.

**SEC. 3.13 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. 3.14 F.O.B. POINT**

All goods purchased through this contract will be F.O.B. final destination. Unless specifically stated otherwise, all prices offered must include the delivery costs to any location within the State of Alaska.

**SEC. 3.15 CONTRACT PERSONNEL**

Any change of the project team members named in the proposal must be approved, in advance and in writing, by the project director and the procurement officer. Changes that are not approved by the state may be grounds for the state to terminate the contract.

**SEC. 3.16 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES**

The contractor is responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and approval by the project director. The state may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. The project director or procurement officer 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 work received) and may seek associated damages.

**SEC. 3.17 LIQUIDATED DAMAGES**

The state will include liquidated damages in this contract to assure its timely completion. The total amount of actual damages will be difficult to determine. For the purposes of this contract the state has set the rate of liquidated damages at \$500 per day. The liquidated damages amount of \$500 per day is based on estimated staff oversight costs, staff travel to other ports, sea duty and hotel costs, project management time, delayed deployment impacts, and administrative expenses associated with schedule delays. If the contractor is in breach of contract which results in actual damages to the State, the State will collect liquidated damages for compensation.

**SEC. 3.18 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 project director 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 any required state approvals necessary for the amendment and issued a written contract amendment, approved by the Commissioner of the Department of Fish and Game or the Commissioner's designee.

### **SEC. 3.19 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. 3.20 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. 3.21 INSURANCE REQUIREMENTS

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 procurement 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.

**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 claim.

**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.

**Additional Maritime Insurance included in this solicitation and resulting contract. See Appendix E – Vessel Information and Maritime Insurance requirements.**

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**SEC. 3.22 TERMINATION FOR DEFAULT**

- a. If the Project Director or Procurement Officer determines that the contractor has refused to perform the work or has failed to perform the work with such diligence as to ensure its timely and accurate completion, the state may, by providing written notice to the contractor, terminate the contractor's right to proceed with part or all the remaining work.
  
- 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.

This clause does not restrict the state's termination rights under the contract provisions of Appendix A, attached in **SECTION 7. ATTACHMENTS**.

## SECTION 4. PROPOSAL FORMAT AND CONTENT

### SEC. 4.01 RFP SUBMITTAL FORMS

This RFP contains Submittal Forms, which must be completed by the offeror and submitted as part of their proposal. An electronic copy of the forms is posted along with this RFP.

Unless otherwise specified in this RFP, the Submittal Forms shall be the offeror’s entire proposal. Do not include any marketing information in the proposal.

**Any proposal that does not follow these requirements may be deemed non-responsive.**

### SEC. 4.02 SPECIAL FORMATTING REQUIREMENTS

The offeror must ensure that their proposal meets all special formatting requirements identified in this section.

**Documents and Text:** All attachment documents must be written in the English language, be single sided, and be single spaced with a minimum font size of 10. Pictures or graphics may be used if the offeror feels it is necessary to communicate their information, however, be aware of the below requirements for page limits.

**Page Limits:** Some Submittal Forms listed below have maximum page limit requirements. Offerors must not exceed the maximum page limits. Note, the page limit applies to the front side of a page only (for example, ‘1 Page’ implies that the offeror can only provide a response on one side of a piece of paper). Any pages exceeding the maximum page limit will be discarded and will not be included in the evaluations (for example, the maximum page limit is 3 pages, but the Offeror submits 5 pages for that submittal form. Only pages 1-3 will be evaluated. Pages 4 and 5 would be discarded by the Procurement Officer before sending to the proposal evaluation committee for evaluation.).

Submittal Form	Maximum Page Limits
Submittal Form A – Offeror Information and Certifications	1
<b>Submittal Form B – Experience and Qualifications</b>	<b>1</b>
<b>Submittal Form C – Understanding of the Project</b>	<b>1</b>
<b>Submittal Form D – Methodology Used for the Project</b>	<b>1</b>
<b>Submittal Form E – Management Plan for the Project</b>	<b>1</b>
Submittal Form F – Cost Proposal	

Any Submittal Form submitted as part of a proposal that is not compliant with the instructions above may be a basis for finding the proposal non-responsive and thus rejected.

### SEC. 4.03 OFFEROR INFORMATION AND CERTIFICATIONS (SUBMITTAL FORM A)

The offeror must complete and submit this Submittal Form. The form must be signed by an individual authorized to bind the offeror to the provisions of the RFP.

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By signature on the form, the offeror certifies 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 federal government;
- d) the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
- e) all terms and conditions set out in this RFP;
- f) a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury; and
- g) that the offers will remain open and valid for at least 90 days.

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

The Submittal Form also requests the following information:

- a) The complete name and address of offeror's firm along with the offeror's Tax ID.
- b) Information on the person the state should contact regarding the proposal.
- c) Names of critical team members/personnel.
- d) Addenda acknowledgement.
- e) Conflict of interest statement.
- f) Federal requirements.
- g) Alaska preference qualifications.

An offeror's failure to address/respond/include these items may cause the proposal to be determined to be non-responsive and the proposal may be rejected.

#### **SEC. 4.04 EXPERIENCE AND QUALIFICATIONS (SUBMITTAL FORM B)**

Offerors must provide detail on the captain and crew assigned to accomplish the work called for in this RFP with regard to the minimum requirements listed above.

Offerors must provide a list and brief description of the captain and crew's experience conducting any scientific surveys in the past 20 years.

Offerors must designate the individual responsible and accountable for the completion of each deliverable of the RFP.

The offeror shall not disclose their costs in this Submittal Form. Submission forms shall not exceed the page limit (as described in Section 4.02).

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**SEC. 4.05 UNDERSTANDING OF THE PROJECT (SUBMITTAL FORM C)**

Offerors must provide a comprehensive narrative statement that illustrates their understanding of the requirements of the project and the project schedule.

The offeror shall not disclose their costs in this Submittal Form. Submission forms shall not exceed the page limit (as described in Section 4.02).

**SEC. 4.06 METHODOLOGY USED FOR THE PROJECT (SUBMITTAL FORM D)**

Offerors must provide a comprehensive narrative statement that outlines the methodology they intend to employ and illustrate how the methodology will serve to accomplish the work and meet the state's project schedule.

The offeror shall not disclose their costs in this Submittal Form. Submission forms shall not exceed the page limit (as described in Section 4.02).

**SEC. 4.07 MANAGEMENT PLAN FOR THE PROJECT (SUBMITTAL FORM E)**

Offerors must provide a comprehensive narrative statement that sets out the management plan they intend to follow and illustrates how the plan will serve to accomplish the work and meet the state's project schedule, including what equipment, gear, and licenses they already have.

The offeror shall not disclose their costs in this Submittal Form. Submission forms shall not exceed the page limit (as described in Section 4.02).

**SEC. 4.08 COST PROPOSAL (SUBMITTAL FORM F)**

Offerors may submit a cost proposal for one, two, or all three survey sections (Northern, Central, and Southern). A separate cost proposal must be completed for each section the offeror wishes to be considered for. Each cost proposal must itemize the proposed price for each of the five contract years (2026, 2027, 2028, 2029, and 2030) individually and must include a total contract cost for all five years combined.

Offerors bidding on more than one section must indicate their order of preference (1st, 2nd, 3rd) among the sections they are bidding on. The state will use these preferences, together with evaluation scores and cost, to make section awards that result in the best overall value to the state. An offeror will be awarded a contract for no more than one survey section regardless of how many sections they bid on.

Offerors must complete and submit this Submittal Form. Proposed costs must include all direct and indirect costs associated with the performance of the contract, including, but not limited to, total number of hours at various hourly rates, direct expenses, payroll, supplies, overhead assigned to each person working on the project, percentage of each person's time devoted to the project, and profit. The costs identified on the cost proposal are the total amount of costs to be paid by the state. No additional charges shall be allowed.

**SEC. 4.09 BID BOND – PERFORMANCE BOND – SURETY DEPOSIT*****Bid Bond***

Reserved.

***Performance Bond***

Reserved.

***Surety Deposit***

Reserved.

## SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION

### SEC. 5.01 SUMMARY OF EVALUATION PROCESS

The state will use the following steps to evaluate and prioritize proposals:

- 1) Proposals will be assessed for overall responsiveness and responsibility. Proposals deemed non-responsive or non-responsible will be eliminated from further consideration.
- 2) A proposal evaluation committee (PEC), made up of at least three state employees or public officials, will evaluate the Technical portion of all responsive proposals.
- 3) The Submittal Forms, from each responsive proposal, will be sent to the PEC. No cost information will be shared or provided to the PEC.
- 4) The PEC will independently evaluate and score the documents based on the degree to which they meet the stated evaluation criteria.
- 5) After independent scoring, the PEC will have a meeting, chaired by the procurement officer, where the PEC may have a group discussion prior to finalizing their scores.
- 6) The evaluators will submit their final individual scores to the procurement officer, who will then compile the scores and calculate awarded points as set out in Section 5.03.
- 7) The procurement officer will calculate scores for cost proposals as set out in Section 5.08 and add those scores to the awarded points along with factoring in any Alaska preferences.
- 8) The procurement officer may ask for best and final offers from offerors susceptible for award and revise the cost scores accordingly.
- 9) The state will then conduct any necessary negotiations with the highest scoring offeror and award a contract if the negotiations are successful.

### SEC. 5.02 EVALUATION CRITERIA

Proposals will be evaluated based on their overall value to state, considering both cost and non-cost factors as described below. Note: An evaluation may not be based on discrimination due to the race, religion, color, national origin, sex, age, marital status, pregnancy, parenthood, disability, or political affiliation of the offeror.

Overall Criteria	Weight
Responsiveness	Pass/Fail

Qualifications Criteria		Weight
Experience and Qualifications	(Submittal Form B)	300
Understanding of the Project	(Submittal Form C)	100
Methodology Used for the Project	(Submittal Form D)	50
Management Plan for the Project	(Submittal Form E)	50
	Total	500

<b>Cost Criteria</b>		<b>Weight</b>
Cost Proposal	(Submittal Form F)	400
Total		400

<b>Preference Criteria</b>		<b>Weight</b>
Alaska Offeror Preference (if applicable)		100
Total		100

**TOTAL EVALUATION POINTS AVAILABLE: 1000**

### **SEC. 5.03 SCORING METHOD AND CALCULATION**

Each Proposal Evaluation Committee (PEC) member will individually evaluate and score each responsive proposal using the criteria set out in Sections 5.04 through 5.07 and assign a single score of 1 through 10, with 10 representing the highest score and 1 representing the lowest score. Using only whole numbers, PEC members should start with a score of 5 on each section. The score may either increase or decrease depending on the offeror's response to each question for that section. As an example, if the Offeror provided responses over and above the evaluation questions in a section, they would receive a higher score. However, if the Offeror's response fails to address all questions of a section or demonstrates some lack of understanding or competency as it relates to a question for that section, the Offeror would then receive a lower score.

After the PEC has scored, the scores for each section will be totaled and the following formula will be used to calculate the total amount of points awarded for each section:

$$\frac{\text{Offeror Total Score}}{\text{Highest Total Score Possible}} \times \text{Max Points} = \text{Points Awarded}$$

**Example (Max Points for the Section = 100):**

	<b>PEC Member 1 Score</b>	<b>PEC Member 2 Score</b>	<b>PEC Member 3 Score</b>	<b>PEC Member 4 Score</b>	<b>Combined Total Score</b>	<b>Points Awarded</b>
<b>Offeror 1</b>	10	5	5	10	30	75
<b>Offeror 2</b>	5	5	5	5	20	50
<b>Offeror 3</b>	10	10	10	10	40	100

**Offeror 1** was awarded 75 points:

Offeror Total Score (30)

\_\_\_\_\_ x Max Points (100) = Points Awarded (75)  
Highest Total Score Possible (40)

**Offeror 2** was awarded 50 points:

Offeror Total Score (20)  
\_\_\_\_\_ x Max Points (100) = Points Awarded (50)  
Highest Total Score Possible (40)

**Offeror 3** was awarded 100 points:

Offeror Total Score (40)  
\_\_\_\_\_ x Max Points (100) = Points Awarded (100)  
Highest Total Score Possible (40)

## **SEC. 5.04 EXPERIENCE AND QUALIFICATIONS**

This portion of the offeror’s proposal will be evaluated against the following questions:

### **1) *Questions regarding the captain, crew, and vessel:***

- a) Do the captain and crew meet minimum experience requirements as outlined above?
- b) Does the captain have documented experience with sablefish pot gear specifically, and how many landings beyond the minimum 20 have they completed?
- c) Has the captain or crew participated in previous scientific fishery surveys requiring standardized protocols? If so, does the captain have a track record of completing charters on the specified schedule, including multi-day deployments?
- d) Does the vessel have demonstrated capability operating in Chatham Strait or similar Southeast Alaska waters in variable weather conditions?
- e) How successful is the general history of the captain and vessel regarding timely and successful completion of projects, including previous scientific surveys?

## **SEC. 5.05 UNDERSTANDING OF THE PROJECT**

This portion of the offeror’s proposal will be evaluated against the following questions:

- 1) How well has the offeror demonstrated a thorough understanding of the purpose and scope of the project, including the significance of fixed-station survey design, gear standardization, and the role the data play in the stock assessment?
- 2) To what degree has the offeror demonstrated an understanding of the deliverables the state expects it to provide?
- 3) Has the offeror demonstrated an understanding of the state's time schedule and can meet it?

**SEC. 5.06 METHODOLOGY USED FOR THE PROJECT**

This portion of the offeror’s proposal will be evaluated against the following questions:

- 1) Does the proposed approach reflect understanding of collapsible pot gear deployment and retrieval protocols specific to this survey in order to fulfill the requirements of the RFP?
- 2) How well does the methodology match and achieve the objectives set out in the RFP?

**SEC. 5.07 MANAGEMENT PLAN FOR THE PROJECT**

This portion of the offeror’s proposal will be evaluated against the following questions:

- 1) How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP?
- 2) To what extent does the offeror already have the equipment, crew, and licenses necessary to perform the contract or is there a clear plan in place to acquire them?
- 3) Does it appear that the offeror can meet the schedule set out in the RFP including addressing contingencies for weather or mechanical delays?

**SEC. 5.08 CONTRACT COST (COST PROPOSAL)**

Overall, a minimum of **40%** of the total evaluation points will be assigned to cost. After the procurement officer applies any applicable preferences, the offeror with the lowest total cost will receive the maximum number of points allocated to cost per 2 AAC 12.260(c).

Where an offeror has submitted cost proposals for more than one section, cost scoring will be calculated independently for each section bid. For purposes of cost comparison, only the proposals submitted for the same section will be compared against one another. An offeror's costs across different sections will not be combined or aggregated for evaluation purposes.

The point allocations for cost on the other proposals will be determined using the following formula:

$$[(\text{Price of Lowest Cost Proposal}) \times (\text{Maximum Points for Cost})] \div (\text{Cost of Each Higher Priced Proposal})$$

**Example (Max Points for Contract Cost = 400):****Step 1**

List all proposal prices, adjusted where appropriate by the application of applicable preferences claimed by the offeror.

Offeror #1	\$40,000
Offeror #2	\$42,750
Offeror #3	\$47,500

**Step 2**

In this example, the RFP allotted 40% of the available 1,000 points to cost. This means that the lowest cost will receive the maximum number of points.

**Offeror #1 receives 400 points.**

The reason they receive that amount is because the lowest cost proposal, in this case \$40,000, receives the maximum number of points allocated to cost, 400 points.

**Offeror #2 receives 374.3 points.**

$\$40,000 \text{ lowest cost} \times 400 \text{ maximum points for cost} = 16,000,000 \div \$42,750 \text{ cost of Offeror \#2's proposal} = 374.3$

**Offeror #3 receives 336.8 points.**

$\$40,000 \text{ lowest cost} \times 400 \text{ maximum points for cost} = 16,000,000 \div \$47,500 \text{ cost of Offeror \#3's proposal} = 336.8$

**SEC. 5.09 ALASKA OFFEROR PREFERENCE**

Per 2 AAC 12.260, if an offeror qualifies for the Alaska Bidder Preference, the offeror will receive an Alaska Offeror Preference. The preference will be 10% of the total available points, which will be added to the offeror's overall evaluation score.

**Example:****Step 1**

Determine the number of points available to qualifying offerors under this preference:

1000 Total Points Available in RFP x 10% Alaska Offeror preference = 100 Points for the preference

**Step 2**

Determine which offerors qualify as Alaska bidders and thus, are eligible for the Alaska Offeror preference. For the purpose of this example, presume that all proposals have been completely evaluated based on the evaluation criteria in the RFP. The scores at this point are:

Offeror #1	830 points	No Preference	0 points
Offeror #2	740 points	Alaska Offeror Preference	100 points
Offeror #3	800 points	Alaska Offeror Preference	100 points

**Step 3**

Add the applicable Alaska Offeror preference amounts to the offerors' scores:

Offeror #1	830 points
Offeror #2	840 points (740 points + 100 points)
<b>Offeror #3</b>	<b>900 points (800 points + 100 points)</b>

**Offeror #3** is the highest scoring offeror and would get the award, provided their proposal is responsive and responsible.

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## SECTION 6. GENERAL PROCESS AND LEGAL INFORMATION

### SEC. 6.01 INFORMAL DEBRIEFING

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

### SEC. 6.02 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES

Prior to the award of a contract, an offeror must hold a valid Alaska business license. However, in order to receive the Alaska Bidder Preference and other related preferences, such as the Alaska Veteran Preference and Alaska Offeror Preference, an offeror must hold a valid Alaska business license prior to the deadline for receipt of proposals. Offerors 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 offeror possesses a valid Alaska business license may consist of any one of the following:

- copy of an Alaska business license;
- certification on the proposal that the offeror has a valid Alaska business license and has included the license number in the proposal;
- 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 offeror has applied and paid for the Alaska business license.

You are not required to hold a valid Alaska business license at the time proposals 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 proposals, all offerors must hold any other necessary applicable professional licenses required by Alaska Statute.

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### **SEC. 6.03 SITE INSPECTION**

The state may conduct on-site visits to evaluate the offeror's capacity to perform the contract. An offeror must agree, at risk of being found non-responsive and having its proposal 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. 6.04 CLARIFICATION OF OFFERS**

In order to determine if a proposal is reasonably susceptible for award, communications by the procurement officer or the proposal evaluation committee (PEC) are permitted with an offeror to clarify uncertainties or eliminate confusion concerning the contents of a proposal. Clarifications may not result in a material or substantive change to the proposal. The evaluation by the procurement officer or the PEC may be adjusted as a result of a clarification under this section.

### **SEC. 6.05 DISCUSSIONS WITH OFFERORS**

The state may conduct discussions with offerors in accordance with AS 36.30.240 and 2 AAC 12.290. The purpose of these discussions will be to ensure full understanding of the requirements of the RFP and proposal. Discussions will be limited to specific sections of the RFP or proposal identified by the procurement officer. Discussions will only be held with offerors who have submitted a proposal deemed reasonably susceptible for award by the procurement officer. Discussions, if held, will be after initial evaluation of proposals by the procurement officer or the PEC. If modifications are made as a result of these discussions, they will be put in writing. Following discussions, the procurement officer may set a time for best and final proposal submissions from those offerors with whom discussions were held. Proposals may be reevaluated after receipt of best and final proposal submissions.

If an offeror does not submit a best and final proposal or a notice of withdrawal, the offeror's immediate previous proposal is considered the offeror's best and final proposal.

Offerors with a disability needing accommodation should contact the procurement officer prior to the date set for discussions so that reasonable accommodation can be made. Any oral modification of a proposal must be reduced to writing by the offeror.

### **SEC. 6.06 EVALUATION OF PROPOSALS**

The procurement officer, or an evaluation committee made up of at least three state employees or public officials, will evaluate proposals. The evaluation will be based solely on the evaluation factors set out in **SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION**.

After receipt of proposals, if there is a need for any substantial clarification or material change in the RFP, an amendment will be issued. The amendment will incorporate the clarification or change, and a new date and time established for new or amended proposals. Evaluations may be adjusted as a result of receiving new or amended proposals.

### **SEC. 6.07 CONTRACT NEGOTIATION**

After final evaluation, the procurement officer may negotiate with the offeror of the highest-ranked proposal. Negotiations, if held, shall be within the scope of the request for proposals and limited to those

items which would not have an effect on the ranking of proposals. If the highest-ranked offeror fails to provide necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the state may terminate negotiations and negotiate with the offeror of the next highest-ranked proposal. If contract negotiations are commenced, they may be held in the Caribou conference room on the 1<sup>st</sup> floor of the ADF&G HQ Building in Juneau, Alaska.

If the contract negotiations take place in Juneau, Alaska, the offeror will be responsible for their travel and per diem expenses.

## **SEC. 6.08 FAILURE TO NEGOTIATE**

If the selected offeror

- fails to provide the information required to begin negotiations in a timely manner; or
- fails to negotiate in good faith; or
- indicates they cannot perform the contract within the budgeted funds available for the project; or
- if the offeror and the state, after a good faith effort, simply cannot come to terms,

the state may terminate negotiations with the offeror initially selected and commence negotiations with the next highest ranked offeror.

## **SEC. 6.09 OFFEROR NOTIFICATION OF SELECTION**

After the completion of contract negotiation, the procurement officer will issue a written Notice of Intent to Award and send copies of that notice to all offerors who submitted proposals. The notice will set out the names of all offerors and identify the offeror selected for award.

## **SEC. 6.10 PROTEST**

AS 36.30.560 provides that an interested party may protest the content of the RFP.

An interested party is defined in 2 AAC 12.990(a) (7) as "an actual or prospective bidder or offeror 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 proposals.

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 an offeror 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 proposal in order 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 offerors 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."

## **SEC. 6.11 APPLICATION OF PREFERENCES**

Certain preferences apply to all state contracts, regardless of their dollar value. The Alaska Bidder, Alaska Veteran, and Alaska Offeror preferences are the most common preferences involved in the RFP 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:

### [Application Of Preferences](#)

- 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)
- Alaska Veteran's Preference - AS 36.30.321(f)
- Alaska Military Skills Program Preference – AS 36.30.321(l)

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. Offerors must attach a copy of their

certification letter to the proposal. **An offeror's failure to provide this certification letter with their proposal will cause the state to disallow the preference.**

## **SEC. 6.12 ALASKA BIDDER PREFERENCE**

An Alaska Bidder Preference of 5% will be applied to the price in the proposal. The preference will be given to an offeror who:

- 1) holds a current Alaska business license prior to the deadline for receipt of proposals;
- 2) submits a proposal for goods or services under the name appearing on the offeror's current Alaska business license;
- 3) has maintained a place of business within the state staffed by the offeror, or an employee of the offeror, for a period of six months immediately preceding the date of the proposal;
- 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**

In order to receive the Alaska Bidder Preference, the proposal must include the Alaska Bidder Preference Certification Form attached to this RFP. An offeror does not need to complete the Alaska Veteran Preference or Alaska Military Skills Program questions on the form if not claiming the Alaska Veteran or Alaska Military Skills Program Preferences. An offeror's failure to provide this completed form with their proposal will cause the state to disallow the preference.

## **SEC. 6.13 ALASKA VETERAN PREFERENCE**

An Alaska Veteran Preference of 5%, 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 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**

In order to receive the Alaska Veteran Preference, the proposal must include the Alaska Bidder Preference Certification Form attached to this RFP. An offeror's failure to provide this completed form with their proposal will cause the state to disallow the preference.

#### **Sec. 6.14 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 proposal must include the Alaska Bidder Preference Certification Form attached to this RFP. An offeror's failure to provide this completed form with their proposal will cause the state to disallow the preference.

#### **SEC. 6.15 STANDARD CONTRACT PROVISIONS**

The contractor will be required to sign the state's Standard Contract Form for Goods and Non-Professional Services (form SCF.DOC/Appendix A). This form is attached with the RFP for your review. The contractor must comply with the contract provisions set out in this attachment. No alteration of these provisions will be permitted without prior written approval from the Department of Law, and the state reserves the right to reject a proposal that is non-compliant or takes exception with the contract terms and conditions stated in the Agreement. Any requests to change language in this document (adjust, modify, add, delete, etc.), must be set out in the offeror's proposal in a separate document. Please include the following information with any change that you are proposing:

- 1) Identify the provision that the offeror takes exception with.
- 2) Identify why the provision is unjust, unreasonable, etc.
- 3) Identify exactly what suggested changes should be made.

#### **SEC. 6.16 QUALIFIED OFFERORS**

Per 2 AAC 12.875, unless provided for otherwise in the RFP, to qualify as an offeror for award of a contract issued under AS 36.30, the offeror 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 RFP.

If the offeror leases services or supplies or acts as a broker or agency in providing the services or supplies in order to meet these requirements, the procurement officer may not accept the offeror as a qualified offeror under AS 36.30.

### **SEC. 6.17 PROPOSAL AS PART OF THE CONTRACT**

Part of or all of this RFP and the successful proposal may be incorporated into the contract.

### **SEC. 6.18 ADDITIONAL TERMS AND CONDITIONS**

The state reserves the right to add terms and conditions during contract negotiations. These terms and conditions will be within the scope of the RFP and will not affect the proposal evaluations.

### **SEC. 6.19 HUMAN TRAFFICKING**

By signature on their proposal, the offeror certifies that the offeror 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: <https://www.state.gov/trafficking-in-persons-report/>

Failure to comply with this requirement will cause the state to reject the proposal as non-responsive or cancel the contract.

### **SEC. 6.20 RIGHT OF REJECTION**

Offerors must comply with all of the terms of the RFP, the State Procurement Code (AS 36.30), and all applicable local, state, and federal laws, codes, and regulations. The procurement officer may reject any proposal that does not comply with all of the material and substantial terms, conditions, and performance requirements of the RFP.

Offerors may not qualify the proposal nor restrict the rights of the state. If an offeror does so, the procurement officer may determine the proposal to be a non-responsive counteroffer and the proposal 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 offers;
- do not change the meaning or scope of the RFP;
- 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 determines that it is not in the best interest of the State.

**A proposal from a debarred or suspended offeror shall be rejected.**

## **SEC. 6.21 STATE NOT RESPONSIBLE FOR PREPARATION COSTS**

The state will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any proposal.

## **SEC. 6.22 DISCLOSURE OF PROPOSAL CONTENTS**

This section governs the ownership, return, and disclosure of any offer or other record an offeror submits in response to this request for proposals. (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 offeror 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 offeror 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 offeror.
6. If the offeror 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 offeror 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 an offeror of a request for the Record and of a planned release if the offeror 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 offeror that it will disclose the information unless the offeror convinces the State not to or obtains an order prohibiting disclosure.

### **SEC. 6.23 ASSIGNMENT**

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.

### **SEC. 6.24 FORCE MAJEURE (IMPOSSIBILITY TO PERFORM)**

The parties to a contract resulting from this RFP 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 RFP, 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. 6.25 DISPUTES**

A contract resulting from this RFP is governed by the laws of the State of Alaska. If the contractor has a claim arising in connection with the agreement 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. To the extent not otherwise governed by the preceding, the claim shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

### **SEC. 6.26 SEVERABILITY**

If any provision of the contract or agreement 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.

### **SEC. 6.27 SUPPLEMENTAL TERMS AND CONDITIONS**

Proposals must comply with Section 6.08 Right of Rejection. However, if the state fails to identify or detect supplemental terms or conditions that conflict with those contained in this RFP or that diminish the state's rights under any contract resulting from the RFP, the term(s) or condition(s) will be considered null and void. After award of contract:

If conflict arises between a supplemental term or condition included in the proposal and a term or condition of the RFP, the term or condition of the RFP will prevail; and

If the state's rights would be diminished as a result of application of a supplemental term or condition included in the proposal, the supplemental term or condition will be considered null and void.

## **SEC. 6.28 SOLICITATION ADVERTISING**

Public notice has been provided in accordance with 2 AAC 12.220.

## **SEC. 6.29 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.

## **SECTION 7. ATTACHMENTS**

### **SEC. 7.01 ATTACHMENTS**

**Attachments:**

- 1) Cost Proposal (Submittal Form F)
- 2) Submittal Forms A - E
- 3) Standard Contract Form for Goods and Non-Professional Services
- 4) Appendix F – Vessel Information & Maritime Insurance

# Chatham Strait Sablefish Survey Charter — Cost Proposal

## Attachment 1 — Cost Schedule - Submittal Form F

Complete the cost proposal table for each survey section you wish to bid on, in accordance with the attached RFP specifications and terms. Note the following requirements:

- Offerors may submit a proposal for all three sections of the survey but cannot be awarded more than one section for all 5 years as the survey sections are fished simultaneously.
- Each bid must cover the entire charter section and all five years (2026–2030).
- Prices must be all-inclusive (fuel, food, preparation, run time, overhead, weather days, etc.).
- Enter a per-day Unit Price for each year. Extended Price = Unit Price × 14 days. The 5-Year Total is the sum of the five Extended Prices.
- The 5-Year Total for any single section must not exceed **\$230,000.00**. Any section bid exceeding this amount will be considered non-responsive.
- Prices are firm and fixed for the full five-year term.

### Northern Section — Sablefish Pot Survey

Item	Description	Qty	Unit	Unit Price	Extended Price
2026	Northern Pot Survey	14	Days	\$ / day	\$
2027	Northern Pot Survey	14	Days	\$ / day	\$
2028	Northern Pot Survey	14	Days	\$ / day	\$
2029	Northern Pot Survey	14	Days	\$ / day	\$
2030	Northern Pot Survey	14	Days	\$ / day	\$
<b>5-Year Total — Northern Pot Survey</b>					<b>\$</b>

### Central Section — Sablefish Pot Survey

Item	Description	Qty	Unit	Unit Price	Extended Price
2026	Central Pot Survey	14	Days	\$ / day	\$
2027	Central Pot Survey	14	Days	\$ / day	\$
2028	Central Pot Survey	14	Days	\$ / day	\$
2029	Central Pot Survey	14	Days	\$ / day	\$
2030	Central Pot Survey	14	Days	\$ / day	\$
<b>5-Year Total — Central Pot Survey</b>					<b>\$</b>

## Southern Section — Sablefish Pot Survey

Item	Description	Qty	Unit	Unit Price	Extended Price
2026	Southern Pot Survey	14	Days	\$ / day	\$
2027	Southern Pot Survey	14	Days	\$ / day	\$
2028	Southern Pot Survey	14	Days	\$ / day	\$
2029	Southern Pot Survey	14	Days	\$ / day	\$
2030	Southern Pot Survey	14	Days	\$ / day	\$
<b>5-Year Total — Southern Pot Survey</b>					<b>\$</b>

## Charter Locations — Ranked Choice

---

If you are bidding on more than one survey section, provide your ranked choice of survey locations below. Offerors bidding on more than one section must indicate their order of preference (1st, 2nd, 3rd) among the sections they are bidding on. The state will use these preferences, together with evaluation scores and cost, to make section awards that result in the best overall value to the state. An offeror will be awarded a contract for no more than one survey section regardless of how many sections they bid on.

*1 = Top Choice · 2 = Secondary Choice · 3 = Last Choice*

Survey Section	Ranked Choice
Northern Section	
Central Section	
Southern Section	

## Bidder Identification

---

<b>Bidder / Company Name</b>	
<b>Vessel Name</b>	
<b>Contact Person</b>	
<b>Phone</b>	
<b>Email</b>	

# SUBMITTAL FORM A – Offeror Information

Revised March 13, 2024

## PROJECT INFORMATION

RFP NUMBER: 2026-1100-0340

PROJECT NAME: NSEI Chatham Strait Sablefish Surveys

## OFFEROR 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 proposal:

Name \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

Email \_\_\_\_\_

Telephone \_\_\_\_\_

## CRITICAL TEAM MEMBERS

Provide the names of all critical team members that will be assigned to this contract. Note: These individuals cannot be removed or replaced from this project, or their positions, unless approved in writing the project director or procurement officer.

Name of Position 1 \_\_\_\_\_

Name of Position 2 \_\_\_\_\_

Name of Position 3 \_\_\_\_\_

Name of Position 4 \_\_\_\_\_

## ADDENDA ACKNOWLEDGEMENT

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

Number	Initials & Date

Number	Initials & Date

Number	Initials & Date

## CERTIFICATIONS

No	Criteria	Response*
1	The offeror is presently engaged in the business of providing the services & work required in this RFP.	True   False
2	The offeror confirms that it has the financial strength to perform and maintain the services required under this RFP.	True   False
3	The offeror accepts the terms and conditions set out in the RFP and agrees not to restrict the rights of the state.	True   False
4	The offeror confirms that they can obtain and maintain all necessary insurance as required on this project.	True   False
5	The offeror certifies that all services provided under this contract by the contractor and all subcontractors shall be performed in the United States.	True   False
6	The offeror 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.	True   False
7	Offeror complies with the American with Disabilities Act of 1990 and the regulations issued thereunder by the federal government.	True   False
8	Offeror complies with the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government.	True   False
9	Offeror complies with the applicable portion of the Federal Civil Rights Act of 1964.	True   False
10	The offeror can provide (if requested) financial records for the organization for the past three years.	True   False
11	The offeror has not had any contracts terminated by the State of Alaska (within the past five years).	True   False
12	The offeror certifies that it is not currently debarred, suspended, proposed for debarment, or declared ineligible for award by any public or federal entity.	True   False
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.	True   False
14	The offeror certifies that they do not have any governmental or regulatory action against their organization that might have a bearing on their ability to provide services to the state.	True   False
15	The offeror 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.	True   False
16	The offeror 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.	True   False
17	The offeror is not (now or in the past) been involved in bankruptcy or reorganized proceeding.	True   False
18	Offeror certifies they comply with the laws of the State of Alaska.	True   False
19	Offeror confirms their proposal will remain valid and open for at least 90 days.	True   False

\* 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).

Section	Clarification

**CONFLICT OF INTEREST STATEMENT**

Indicate below whether or not the firm or any individuals that will work 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 proposal 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 services to be provided by the offeror.

Does the offeror, or any individuals that will work on this contract, have a possible conflict of interest?

<input type="checkbox"/> Yes <input type="checkbox"/> No
----------------------------------------------------------

*\* Failure to answer may be grounds for disqualification.*

If “Yes”, please provide additional information regarding the nature of that conflict:

**FEDERAL REQUIREMENTS**

Indicate below all known federal requirements that apply to the proposal, proposal evaluation, or contract:

**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 proposal must be signed by a company officer empowered to bind the company.

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_



# ALASKA BIDDER PREFERENCE CERTIFICATION

## AS 36.30.321(A) / AS 36.30.990(2)

**BUSINESS NAME:** [Click or tap here to enter text.](#)

<b>Alaska Bidder Preference:</b> Do you believe that your firm qualifies for the Alaska Bidder Preference?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Alaska Veteran Preference:</b> Do you believe that your firm qualifies for the Alaska Veteran Preference?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Please list any additional Alaska Preferences below that you believe your firm qualifies for.	
<b>1.</b>	<b>2.</b>
<b>3.</b>	<b>4.</b>
<b>5.</b>	<b>6.</b>

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

**Alaska Bidder Preference Questions:**

1) Does your business hold a current Alaska business license per [AS 36.30.990\(2\)\(A\)](#)?  
 YES       NO

If **YES**, enter your current **Alaska business license number:** [Click or tap here to enter text.](#)

2) Is your business submitting a bid or proposal under the name appearing on the Alaska business license noted in **Question 1** per [AS 36.30.990\(2\)\(B\)](#)?  
 YES       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\(2\)\(C\)](#)?  
 YES       NO

If **YES**, please complete the following information:

**A. Place of Business**

Street Address: [Click or tap here to enter text.](#)  
 City: [Click or tap here to enter text.](#)  
 ZIP: [Click or tap here to enter text.](#)

“**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 that the **Place of Business** described in **Question 3A** meets this definition?

**YES**       **NO**

B. The bidder or offeror, or at least one employee of the bidder or offeror, must be a resident of the state under [AS 16.05.415\(a\)](#) per [2 AAC 12.990\(b\)\(7\)](#).

1) Do you certify that 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\(a\)\(1\)](#)?

**YES**       **NO**

2) Do you certify that that the resident(s) used to meet this requirement has maintained their domicile in Alaska for the 12 consecutive months immediately preceding the deadline set for receipt of bids or proposals per [AS 16.05.415\(a\)\(2\)](#)?

**YES**       **NO**

3) Do you certify that the resident(s) used to meet this requirement is claiming residency ONLY in the state of Alaska per [AS 16.05.415\(a\)\(3\)](#)?

**YES**       **NO**

4) Do you certify that the resident(s) 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\(a\)\(4\)](#)?

**YES**       **NO**

4) Per [AS 36.30.990\(2\)\(D\)](#), is your business (**CHOOSE ONE**):

A. **Incorporated** or **qualified to do business under the laws of the state?**

**YES**       **NO**

If **YES**, enter your current **Alaska corporate entity number**: [Click or tap here to enter text.](#)

B. A **sole proprietorship** AND the proprietor is a resident of the state?

**YES**       **NO**

C. A **limited liability company** organized under AS 10.50 **AND** all members are residents of the state?

**YES**       **NO**

Please identify each member by name: [Click or tap here to enter text.](#)

D. A **partnership** under former AS 32.05, AS 32.06, or AS 32.11 **AND** all partners are residents of the state?

**YES**       **NO**

Please identify each member by name: [Click or tap here to enter text.](#)

#### Alaska Veteran Preference Questions:

1) Per [AS 36.30.321\(F\)](#), is your business (**CHOOSE ONE**):

A. A **sole proprietorship** owned by an Alaska veteran?

**YES**       **NO**

B. A **partnership** under AS 32.06 or AS 32.11 **AND** a majority of the partners are Alaska veterans?

**YES**       **NO**

- C. A **limited liability company** organized under AS 10.50 **AND** a majority of the members are Alaska veterans?  
 **YES**             **NO**
- D. A **corporation** that is wholly owned by individuals, **AND** a majority of the individuals are Alaska veterans?  
 **YES**             **NO**

Per [AS 36.30.321\(F\)\(3\)](#) “**Alaska veteran**” is defined as an individual who:

(A) Served in the

- (i) Armed forces of the United States, including a reserve unit of the United States armed forces; or
- (ii) Alaska Territorial Guard, the Alaska Army National Guard, the Alaska Air National Guard, or the Alaska Naval Militia; and

(B) Was separated from service under a condition that was not dishonorable.

Do you certify that the individual(s) indicated in **Question 1A, 1B, 1C, or 1D** meet this definition and can provide documentation of their service and discharge if necessary?

**YES**             **NO**

**SIGNATURE**

By signature below, I certify under penalty of law that I am an authorized representative of [Click or tap here to enter text.](#) and all information on this form is true and correct to the best of my knowledge.

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

# SUBMITTAL FORM B – Experience and Qualifications

SPECIAL REQUIREMENTS: This Submittal Form must not identify the offeror's proposed costs and must not exceed one page (reference RFP section 4.02).

# SUBMITTAL FORM C – Understanding of the Project

SPECIAL REQUIREMENTS: This Submittal Form must not identify the offeror's proposed costs and must not exceed one page (reference RFP section 4.02).

# SUBMITTAL FORM D – Methodology Used for the Project

SPECIAL REQUIREMENTS: This Submittal Form must not identify the offeror’s proposed costs and must not exceed one page (reference RFP section 4.02).

# SUBMITTAL FORM E – Management Plan for the Project

SPECIAL REQUIREMENTS: This Submittal Form must not identify the offeror's proposed costs and must not exceed one page (reference RFP section 4.02).

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 #	
<b>This contract is between the State of Alaska,</b>					
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.					
<b>ARTICLE 1. Appendices:</b> Appendices referred to in this contract and attached to it are considered part of it.					
<b>ARTICLE 2. Performance of Contract</b>					
2.1: Appendix A (General Conditions), Items 1 through 20, govern contract performance.					
2.2: Appendix B sets forth the indemnification and insurance provisions of this contract.					
2.3: Appendix C sets forth the scope of work/services to be performed by the Contractor.					
<b>ARTICLE 3. Period of Performance:</b> 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.					
<b>ARTICLE 4. Consideration:</b>					
4.1: In full consideration of the Contractor's performance under this contract, the State shall pay the Contractor a sum not to exceed: \$???????????? in accordance with the provisions of Appendix D.					
4.2: When billing the State, the Contractor shall refer to the Agency Contract Number and send the billing to:					
11.Department of		Attn:		Division of	
Mailing Address: Street of P.O. Box					
City		State		Zip Code+4	
Point of Contact			Email Address		
<b>12. CONTRACTOR</b>			<b>13. CONTRACTING AGENCY</b>		
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**

**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 B<sup>1</sup>**  
**INDEMNITY AND INSURANCE**

**Article 1. Indemnification**

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

**Article 2. Insurance**

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

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

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

**2.3 Commercial Automobile Liability Insurance:** covering all vehicles used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per claim.

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

**VESSEL:**

VESSEL NAME: \_\_\_\_\_ VESSEL TYPE: \_\_\_\_\_ YEAR BUILT: \_\_\_\_\_

VESSEL ADF&G #: \_\_\_\_\_ EMAIL ADDRESS: \_\_\_\_\_

CELL PHONE NUMBER: \_\_\_\_\_ SATELLITE PHONE NUMBER: \_\_\_\_\_

VESSEL CRUISING SPEED (KNOTS): \_\_\_\_\_ RANGE (NAUTICAL MILES): \_\_\_\_\_

FATHOMETER (INDICATED OR RECORDING): YES / NO DEPTH RANGE (fathoms): \_\_\_\_\_

RADIO TRANSCEIVER (watts): \_\_\_\_\_ RADAR (range in nm): \_\_\_\_\_

GPS: \_\_\_\_\_ DGPS: \_\_\_\_\_

**DIMENSIONS:**

OVERALL LENGTH: \_\_\_\_\_ KEEL LENGTH: \_\_\_\_\_ BEAM: \_\_\_\_\_ DRAFT: \_\_\_\_\_

CLEAR DECK SPACE (sq ft or dim): \_\_\_\_\_ SHELTERED DECK SPACE (sq ft or dim): \_\_\_\_\_

TOTAL FISH STORAGE CAPACITY (tons): \_\_\_\_\_ FISH HOLD CAPACITY (tons): \_\_\_\_\_

REFRIGERATED SEAWATER: YES / NO SLUSH ICE: YES / NO

**MECHANICAL:**

ENGINE(S) MAIN – MAKE: \_\_\_\_\_ ENGINE(S) MAIN – HORSEPOWER: \_\_\_\_\_

ENGINE(S) AUXILIARY – MAKE: \_\_\_\_\_ ENGINE(S) AUXILIARY – HORSEPOWER: \_\_\_\_\_

ELECTRICAL GENERATOR (size kw): \_\_\_\_\_

FUEL TYPE: \_\_\_\_\_ FUEL CAPACITY (gal): \_\_\_\_\_

NUMBER OF PUMPS ON BOARD: \_\_\_\_\_ ESTIMATED TIME TO PUMP FISH HOLD DRY: \_\_\_\_\_

FROZEN BAIT STORAGE CAPACITY: \_\_\_\_\_ REFRIGERATED: YES / NO

**OTHER FACILITIES:**

FRESH WATER SUPPLY (gal): \_\_\_\_\_ GALLEY SEATING (# persons): \_\_\_\_\_

PRIVATE HEAD WITH FLUSHING TOILET: YES / NO PRIVATE HEAD BUT NON-FLUSHING TOILET: YES / NO SHOWER: YES / NO

SEPARATE STATEROOM: YES / NO NUMBER OF BUNKS: \_\_\_\_\_ MULTIPLE AC OUTLETS AVAILABLE: YES / NO

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

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

**SURVIVAL EQUIPMENT:**

The State requires that the life rafts carried aboard the vessel be USCG approved. The rated capacity of the life rafts must be adequate to accommodate all of the people aboard the vessel, this includes the State's biological crew, the vessel captain, and vessel crewmembers. Bidders must provide life rafts to accommodate all of the people aboard the vessel. Indicate the brand, capacity, and USCG approval number for the life raft you will carry aboard the vessel.

<b>RAFT BRAND</b>	<b>CAPACITY</b>	<b>USCG APPROVAL NUMBER</b>
<i>e.g., Beaufort</i>	<i>8</i>	<i>53789T</i>
<b>A.</b>		
<b>B.</b>		
<b>C.</b>		
<b>D.</b>		

Bidders must provide at least enough survival suits for all vessel crew aboard. ADF&G staff will provide their own suits. Indicate the brand and model of survival suits you carry aboard the vessel and manufacture date.

<b>SURVIVAL SUIT BRAND</b>	<b>NUMBER OF SUITS AND MODEL</b>	<b>MANUFACTURE DATE</b>
<b>A.</b>		
<b>B.</b>		
<b>C.</b>		
<b>D.</b>		

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

**IS ALL OF THE EQUIPMENT CALLED FOR IN THIS CONTRACT INSTALLED AND FUNCTIONAL AS OF THE DATE ON THIS BID?**

YES

NO

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

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**OFFERORS NOTE:** All of the equipment called for in this contract must be installed and functional at the time of the vessel inspection, and all minimum requirements must be met and functioning at the time of the vessel inspection.

## Captain and Crew Experience Information

*Bidders must complete all information below.*

*A bidder's failure to complete the required information may cause the State to reject the bid as non-responsive.*

**USCG LICENSE REQUIREMENT:** By checking the box below, the bidder certifies that they will have an appropriately USCG Captain licensed crewmember aboard the passenger vessel during the contracted charter **OR** obtain a Letter of Examination from the USCG for this contract by July 1 of each survey year:

Yes

No

**To obtain a Letter of Examination, contact the USCG at [sectorjuneauinspections@uscg.mil](mailto:sectorjuneauinspections@uscg.mil) or 907-463-2477. You will need to schedule a dockside examination/letter of examination visit. Please start this process as soon as possible and let them know the Letter of Examination is a requirement for ADF&G contracted survey vessels.**

**Failure to certify the above requirement will cause the State to deem your bid as non-responsive.**

**VESSEL CAPTAIN:** In the space below, the bidder must enter the name of the person who will serve as captain of the vessel. That person must meet the requirements listed under "Captain Requirements" in the RFP. If during the term of the contract, a different person is retained as captain, their name must be submitted to the State's Contracting Officer prior to the time the person begins working as vessel captain. They will be subject to the same requirements for captain as the original captain. The Contracting Officer must accept and authorize the change in captains. The contractor's failure to follow this procedure may cause the State to terminate the contract.

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

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**NAME OF VESSEL CAPTAIN**

**CAPTAIN EXPERIENCE REQUIREMENTS:** The captain listed above has \_\_\_\_\_ years of experience as a captain operating a commercial groundfish pot and/or longline fishing vessel (the type and size of vessel specified for this contract) in Alaskan waters and is experienced in the use of modern navigational and fish-detecting equipment.

The captain listed above has participated in at least 20 unique commercial sablefish landings (as captain or crew) using pot gear documented through logbooks, fish tickets, or other qualifying documentation.

Yes

No

**CREWMEMBER EXPERIENCE REQUIREMENTS:** The two crewmembers must meet the requirements listed under "Crew Requirements" in the RFP and are as follows: at least two crewmembers are required to have at least one (1) year of commercial fishing experience each and should be proficient in all duties normally required in a commercial fishing operation using longlined pot gear. Duties on pot vessels include stacking pots and coiling groundline during each set, replacing biotwine and fixing damaged pots, baiting pots with fresh bait, setting and retrieving 30 pots for up to three sets each day, snapping cannonball sash weights to groundline as the gear is being deployed, handling and icing fish according to the highest industry standards, cleaning the deck regularly, and offloading fish at the processor or tender. Additional crewmember(s) are at the discretion of the captain and must be capable of carrying out all these tasks, but one year of experience is not required.

At least 2 of the crewmembers employed for each survey will meet these requirements:

Yes

No

## 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)."