STATE OF ALASKA
INVITATION TO BID (ITB)

FY27 RV MEDEIA SHIPYARD SERVICES

ITB # 2027-1100-0088

ISSUED NOVEMBER 2, 2026

ADF&G IS SEEKING QUALIFIED SHIPYARDS TO CONDUCT THE NECESSARY SHIPYARD SERVICES NEEDED FOR THE RESEARCH VESSEL (RV) MEDEIA IN FY27.

IMPORTANT NOTICE: If you received this solicitation from the State of Alaska's "Online Public Notice" web site, you must register with the procurement officer listed below if you desire to receive notification of subsequent amendments to the solicitation.

BIDDER'S NOTICE: By signature on this form, the bidder certifies that they comply with the following:

(1) the bidder has a valid Alaska business license or will obtain one prior to award of any contract resulting from this ITB. If the bidder possesses a valid Alaska business license, the license number must be written below or one the following forms of evidence must be submitted with the bid:
- a canceled check for the business license fee;
- a copy of the business license application with a receipt date stamp from the State's business license office;
- a receipt from the State's business license office for the license fee;
- a copy of the bidder's valid business license;
- a sworn notarized affidavit that the bidder has applied and paid for a business license;

(2) the price(s) submitted was arrived at independently and without collusion, under penalty of perjury, and that the bidder is complying with:
- the laws of the State of Alaska;
- the applicable portion of the Federal Civil Rights Act of 1964;
- the Equal Employment Opportunity Act and the regulations issued thereunder by the state and federal government;
- the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the state and federal government;
- the bid will remain open and valid for at least 90 days;
- all terms and conditions set out in this Invitation to Bid (ITB).

If a bidder does not hold an Alaska Business License (1) at the time designated in the ITB for opening the state will disallow the Alaska Bidder Preference. Bids must also be submitted under the name as appearing on the bidder's current Alaska business license in order to receive the Alaska Bidder Preference. If a bidder fails to comply with (2) of this paragraph, the state may reject the bid, terminate the contract, or consider the contractor in default.

DEPARTMENT OF FISH AND GAME

DIVISION OF ADMINISTRATIVE SERVICES

PROCUREMENT OFFICER:

ERIC VERRELLI

PHONE: (907) 465-6871

EMAIL: eric.verrelli@alaska.gov

COMPANY SUBMITTING BID

AUTHORIZED SIGNATURE

PRINTED NAME

DATE

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SECTION 1. INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE ITB

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

R/V Medeia Vessel Description

The *Research Vessel (R/V) Medeia* is owned and operated by the State of Alaska, Department of Fish and Game, Southeast Region and is engaged in the support of scientific commercial fisheries research within Southeast Alaska. The vessel is versatile and adaptable to accommodate a wide variety of deck equipment and machinery in various configurations.

Official Number:	653322
Vessel Name:	*R/V Medeia*
Dimensions:	
Length Overall	110’
Length Waterline	97’
Breadth	26’3”
Depth	9’6”
Tonnage	
Gross Tons	304.96
Net Tons	76.24
Builder	Universal Iron Works, Houma, LA, U.S.A.
Area of Operation	Southeast Alaska-Inland, Near Coastal and Ocean Waters
Machinery	
Engine type	Twin Detroit Diesel 16V92, Starboard Main – model 8163-7000, s/n 16FF1025 installed 3/15/01, current hours: 15,056 Port Main – model V1692, s/n unknown, Installed 1/13/19, current hours: 2332
Reduction Gears	Twin Disc Model MG-530, Port - Serial No 3P3461, BOM No. 37408 with a reduction ratio of 4.04:1. Starboard - Serial No. 3K5848, BOM No. 35978 with a reduction ratio of 4.04:1.
Type of Proplution	Twin 600 HP Diesel Engines
Electrical System	200 amp,208 V; 30 amp, 480v
Propeller information	62” Bronze
Etc.	
Etc.	
Electrical	

Power	Port Auxillary-Lugger M99C2 99kw, model 6068TF275, s/n PE 6068T896349 Installed 1/13/19, current hours: 5608 Starboard Auxillary – Lugger MP 99C 99kw, model 6068TF250, s/n PE6068T089280, rebuilt 2/2022, current hours: 25995 (350 hrs after rebuild) Hydraulic Auxillary – Lugger LT1066T, model 6068TF275, s/n PE6068T754315
Shore tie adapter	Hubble 5100P9W 100 A 120/208VAC 3ø 15HP
Tank Capacities	
Diesel Oil	20000 gal
Fresh Water	8000 gal
Hydraulic Oil.	400 gal
Lube Oil	400 gal

SEC. 1.02 BUDGET

Regional funds allocated to the Division of Commercial Fisheries, Southeast Region, will be used to fund services under this ITB.

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SEC. 1.03 DEADLINE FOR RECEIPT OF BIDS

Bids must be received no later than 2:00 PM Alaska Time on November 23, 2026, at which time they will be publicly opened. Late bids or amendments will be considered non-responsive and will not be opened or accepted for evaluation.

SEC. 1.04 PRIOR EXPERIENCE

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

SEC. 1.05 REQUIRED REVIEW

Bidders shall carefully review this ITB for defects and questionable or objectionable material. Comments concerning defects and questionable or objectionable material in the ITB should be made in writing and received by the procurement officer at least ten days before the deadline for receipt of bids. This will allow time for an amendment to be issued if one is required. It will also help prevent the opening of a defective bid, upon which award cannot be made, and the resultant exposure of bidders' prices.

SEC. 1.06 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF BIDS

All questions must be in writing and directed to the procurement officer. The interested party must confirm telephone conversations in writing. Two types of questions generally arise. One may be answered by directing the questioner to a specific section of the ITB. These questions may be answered over the telephone. Other questions may be more complex and may require a written amendment to the ITB. The procurement officer will make that decision.

SEC. 1.07 SITE INSPECTION

Reserved.

SEC. 1.08 RETURN INSTRUCTIONS

Email bid submission is the preferred method of submission. The entire bid may be emailed to dfg.contracting@alaska.gov and must contain the ITB number in the subject line of the email. The maximum size of a single email (including all text and attachments) that can be received by the state is 20mb (megabytes). If the email containing the bid exceeds this size, the bid must be sent in multiple emails that are each less than 20 megabytes and each email must comply with the requirements described above.

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

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

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

Department of Fish and Game
Division of Administrative Services
Attention: Eric Verrelli
Invitation to Bid (ITB) Number: 2027-1100-0088
ITB Title: FY27 RV Medeia Shipyard Services
PO Box 115526
Juneau, AK 99811-5526

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

PO Box 115526
Juneau, AK 99811-5526

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

1255 W 8th STREET
Juneau, AK 99801

SEC. 1.09 ASSISTANCE TO BIDDERS WITH A DISABILITY

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

SEC. 1.10 AMENDMENTS TO BIDS

Amendments to or withdrawals of bids will only be allowed if acceptable requests are received prior to the deadline that is set for receipt of bids, in accordance with 2 AAC 12.140. No amendments or withdrawals will be accepted after the deadline unless the delay is due to an error of the contracting agency, in accordance with 2 AAC 12.160.

SEC. 1.11 AMENDMENTS TO THE ITB

If an amendment is issued before the deadline for receipt of bids, the amendment will be posted on the State of Alaska Online Public Notice (OPN) website. The link to the posting of the amendment will be provided to all who were notified of the ITB and to those who have registered with the procurement officer after receiving the ITB from the OPN.

SEC. 1.12 ITB SCHEDULE

The ITB schedule below represents the State of Alaska's best estimate of the schedule that will be followed. If a component of this schedule, such as the deadline for receipt of bids, is delayed, the rest of the schedule may be shifted accordingly. All times are Alaska Standard Time (AST).

ACTIVITY	TIME	DATE
Issue Date / ITB Released		11/2/2026
Deadline for Receipt of Bids / Bid Due Date	2:00 pm AKST	11/23/2026
Bid Evaluations Complete		11/23/2026
Notice of Intent to Award		11/23/2026
Contract Issued		12/2/2026

This ITB does not, by itself, obligate the state. The state's obligation will commence when the contract is approved by the Commissioner of the Department of Fish and Game, or the Commissioner's designee. Upon written notice to the contractor, the state may set a different starting date for the contract. The state will not be responsible for any work done by the contractor, even work done in good faith, if it occurs prior to the contract start date set by the state.

SEC. 1.13 PRE-BID Conference/Teleconference

There will be no pre-bid conference.

SEC. 1.14 ALTERNATE BIDS

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

SEC. 1.15 SUPPORTING INFORMATION

Provided a bid meets the requirements for a definite, firm, unqualified, and unconditional offer, the state reserves the right to request supplemental information from the bidder, after the bids have been opened, to ensure that the products or services offered completely meet the ITB requirements. The requirement for such supplemental information will be at the reasonable discretion of the state and may include the requirement that a bidder will provide a sample product(s) so that the state can make a first-hand examination and determination.

A bidder's failure to provide this supplemental information or the product sample(s), within the time set by the state, may cause the state to consider the offer non-responsive and reject the bid.

SEC. 1.16 FIRM, UNQUALIFIED, AND UNCONDITIONAL OFFER

To be responsive a bid must constitute a definite, firm, unqualified and unconditional offer to meet all the material terms of the ITB. Material terms are those that could affect the price, quantity, quality, or delivery. Also included as material terms are those which are clearly identified in the ITB, and which must be complied with at risk of bid rejection for non-responsiveness.

SECTION 2. SCOPE OF WORK AND CONTRACT INFORMATION

SEC. 2.01 SCOPE OF WORK

General Terms and Conditions

The Contractor shall supply all necessary manpower, labor, supervision, expendable supplies, materials, equipment, and expertise necessary to successfully and safely perform the work defined in each of the Work Items. The Contractor's responsibility shall include mobilization, all necessary environmental and personnel safeguards, and cleanup of the site (leaving the vessel in better shape than before the work). During the work period, the Contractor shall allow for ADF&G and regulatory agencies to inspect all work, without claiming for delay or impact.

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

Work Standards

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

Security

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

Hazardous Materials and Confined Space Work:

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

Inter-Port Differential

For the purposes of evaluating the Bid Proposals, the Owner will consider the differences in all roundtrip vessel operational costs from Juneau, Alaska to the responding Bidder's locations. This shall be factored into each Bid Proposal total amount. The Inter-Port Differential shall be calculated in accordance with Alaska Statute. For this bid the operational cost is $24.27 per mile, travel cost based on each bidder's location will be calculated and added during bid evaluation.

Work Item List

1. Dry Docking
2. Power Wash Hull
3. Sea Chest, Strainer, and Valves
4. Zincs
   - Install (27) Z-22 Hull Zincs
   - Install (12) Z-19 Zincs
   - Install (2) Z-4 Zincs
   - Install (1) KK-2 Keel Cooler Zinc
   - Install (4) Rudder Zincs
5. Rudder Removal, Inspection, Stocks and Flanges
   - Remove, Inspect, Re-install Rudder Stocks and Flanges
   - Replace Lower Bearing on Port Rudder Stock with New
   - Replace Upper Bearing on Port Rudder Stock with New
   - Replace Lower Bearing on Starboard Rudder Stock with New
6. Paint
   - Keel to Waterline
   - Waterline to Freeboard Outside Profile
   - Mast
   - Main Deck Aft True Deck
   - Shaft Tubes
   - Stuffing Boxes
   - Rudder Post Tubes
   - Tiller Arms
   - Vessel's Markings
   - Bait Freezer Hatches
7. Propeller, Tail Shafts, Bearings and Glands Inspection
   - Propeller Removal, Inspection
   - Fit and Installation of New Propellers to Tailshafts

   - Tailshaft Removal, Inspection, Installation
   - Replace Starboard Stern Tube Cutlass Bearing with New
8. Replace Walter Keel Cooler
9. Replace Shell Plate in Starboard Cofferdam
10. Service MSDS
11. Ultrasonic Thickness Testing
12. Crane Static Load Test and Torque Test
   - Static Load Test
   - Torque Test Pedestal and Turret Cap Screws
13. Clad Weld
14. Main Engine Keel Cooler Conversion (Repower Preparation)
   - Remove Aft Sections of Keel Channel Coolers, Cap Retained Sections, and Repair Bottom Shell
   - Install New Keel Coolers (Owner Supplied)
   - Fabricate and Install Keel Cooler Guards
   - Engine Room Piping, Expansion Tanks, and Low-Level Alarms
   - Flush, Fill, Pressure Test, and Trials
15. Megger Test
16. Inspect Ballast Tanks
17. Install Cadyma Knife Cutters

Contingent Items (priced separately; not part of the base bid; added to the contract only by written change order at the Owner's option):

- C-1. Stability Test (Inclining Experiment) and Updated Stability Report

Work Item Detail

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

1: Dry Docking

1.1 Scope

Contractor shall dry-dock the Medeia to complete the work items detailed in ITB 2027-xxxx-xxxx. Contractor shall also provide power and gangway access to the Medeia while in dry-dock and dockside.

1.2 References

Drawings:

- 1-1 Medeia Docking Plan

- 1-2 Medeia Electrical Service – Shore Tie

Photos:

- 1-1, 1-2, 1-3 Medeia Underwater
- 1-4, 1-5 Shore Power Adapter

1.3 Requirements

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

A dry-dock meeting shall take place prior to the vessel being dry-docked. At this time the Dock-Master will present his blocking plan, pressure calculations, describe his plan for docking the vessel to include schedule of events for rough weather, the use of engines, tugs, communication with ADF&G, and other relevant items. The Contractor shall notify ADF&G Representative a minimum of 48 hours prior to dry-docking and un-docking the vessel. The Contractor shall not initiate docking activities without the express permission of ADF&G Representative. Dry docking shall occur within 3 days of contract commencement.

Blocking in way of keel channel coolers. The attached Docking Plan (Drawing 1-1) shows keel blocks bearing on the port and starboard main engine keel channel coolers at several locations. The aft sections of those channels (approximately 18 feet per side) are being removed under Work Item 14, and new keel coolers and guards are being installed in the cleared footprint; the forward sections of the channels remain in place. The Contractor's blocking plan shall account for this: blocks shall be arranged so that the aft channel sections can be cut off, the bottom shell repaired, and the new coolers and guards installed without re-docking the vessel. Where blocks must be placed on the aft channel sections for the initial docking, the Contractor shall include in this work item all block shifts, re-shimming, and temporary supports needed to clear those sections and complete the Work Item 14 hull work. Blocks may bear on the retained forward sections of the channels. The Dock-Master shall present the blocking arrangement and the sequence of any block shifts at the dry-dock meeting, with the supporting pressure calculations, and shall provide a copy to the Owner Representative before the vessel is docked. The Contractor is solely responsible for the adequacy of the blocking throughout the dry-dock period, including during and after removal of the aft channel sections.

During the entire contract period while dockside and ashore (dry-docked), the vessel shall be supplied with 240-volt, three phase, 100-amp service converted to 208V 3-phase through the vessel isolation transformer. Assume a 50-amp continuous draw for the power. Owner will supply a 200-amp to 100-amp plug adapter to make it easier to tie into ship's 200-amp service cable. (See Photos 1-4 and 1-5 Shore Power Adapter)

Contractor will provide a gangway for access from the dry-dock or ground to the vessel's main deck with adequate safety netting and lighting.

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

2: Power Wash Hull

2.1 Scope

The Contractor shall provide a fixed cost for all labor, material, and equipment to scrape (from waterline to bottom of keel) and pressure wash the entire exterior of the vessel from keel, including the inside of the sea chest, to the top of the wheelhouse.

2.2 References

Drawing:

- 2-1 Medeia Outboard Profile

2.3 Requirements

Use of fresh water and no less than 3000psi to remove marine growth and dilapidated or failing coatings (hand scrape as needed) to include the inside of the sea chest, sea chest grates and sonar tube. Please note protection of exposed ends of the stern tube, sonar tube, fathometer transducer, and other sensitive areas are required. Proper disposal of all wastewater, particulates and residues are the contractor's responsibility.

3: Sea Chest, Strainer, and Valves

3.1 Scope

Disassemble and inspect the main sea chest valve (NIBCO 3" O.S.Y. valve). Replace: valve stem packing, disc rubbers, and all gaskets associated with valve.

Valve interior should be painted with AP epoxy paint, or other marine epoxy coating approved by Owner Representative, and spindle greased before reassembling.

Remove and replace the two (2) smaller bronze gate valves and hex nipples attached to sea chest (serving sanitation system supply and spare) with new contractor supplied marine rated gate valves and nipples. These consist of one (1) 1¼" valve and hex nipple, and one (1) 1½" valve and hex nipple. Provide Owner Representative with a written report on the condition of the Sea Chest and Valves and any deficiencies noted.

3.2 References

Drawing:

- 3-1 Medeia Bilge and Ballast Piping

Photos:

- 3-1 Sea Chest
- 3-2 Sea Chest Outboard Interior

- 3-3, 3-4 Sea Chest Inboard
- 3-5 Sea Chest 3 Inch Gate Valve
- 3-6 1.5 Inch Gate Valve
- 3-7 1.25 Inch Gate Valve

4: Zincs

4.1 Scope

The Contractor shall provide a fixed cost for all labor, material, and equipment to remove, inspect and/or replace all anodes and issue a written report to ADF&G Representative identifying zincs that are reduced more than 50%. Owner Representative will make final determination of hull zincs to be replaced.

4.2 References

Drawings:

- 4-1, 4-2 Medeia Zinc Locations and Types

Photos:

- 4-3 through 4-19 Underwater Hull (Work Item 4 Underwater Hull folder)

4.3 Requirements

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

For the purpose of this Bid, Contractor shall provide Work Item Bids for replacement of ALL zincs, as indicated below. Contractor shall provide a credit on Bid Items for any zincs not requiring replacement. **NOTE: Owner Representative will provide all zincs on this list.** *Anodes for the new main engine keel coolers and cooler guards are covered under Work Item 14 and are not part of this work item*.

4.3.1 Install (27) Z-22 Hull Zincs

Contractor shall remove old zincs and install 27 new Z-22 Hull zincs. Contractor shall ensure zincs are firmly secured to the hull and have a positive bonding connection established.

4.3.2 Install (12) Z-19 Zincs

Contractor shall remove old zincs and install 12 new Z-19 Hull zincs.

4.3.3 Install (2) Z-4 Zincs

Contractor shall remove old zincs and install two (2) new Z-4 zincs: one (1) in the sea chest and one (1) on the hull, next to the forward end of the keel cooler.

4.3.4 Install (1) KK-2 Keel Cooler Zinc

Contractor shall remove old zinc and replace with new, one (1) KK-2 Keel Cooler zinc, on the aft end of the keel cooler.

4.3.5 Install (4) Rudder Zincs

Contractor shall remove and replace with new, four (4) Z-22 Rudder zincs.

5: Rudder Removal, Inspection, Stocks and Flanges

5.1 Scope

This work item describes the requirements for the contractor to remove, inspect, and reassemble rudders and rudder shoes, including replacement of specified rudder stock bearings and testing of the Steering System.

5.2 References

Drawings:

- 5-1, 5-2 Medeia Rudder Fabrication

Photos:

- Photo 5-1 Port Rudder Collar
- Photo 5-2 Port Rudder Shoe Flange
- Photo 5-3, 5-4 Rudder Shoe Attachment
- Photo 5-5, 5-6 Rudder Shoe Shaft 1, 2
- Photo 5-7 Rudder Upper Collar

Rudder Bearing Specifications (one each per rudder):

- Upper Support Bearing – 6-1/8" OD x 5" ID x 8" LG
- Intermediate Bearing – 6-1/8" OD x 5" ID x 6" LG
- Shoe Support Bearing Housing – 8" OD x 6-7/8" ID x 3" LG

5.3 Requirements

5.3.1 Remove, Inspect, and Re-install Rudder Stocks and Flanges

The Contractor shall remove both rudders. The bolted-on rudder shoes will have to be removed for full access to the rudders and propellers. There is a welded locking bar on these bolts that will need to be cut off and replaced when completed. These bolts are also encased with epoxy which will have to be removed to access. Clean all parts as necessary, and perform a general inspection of rudders, integral stock, flanges, pintles and shoes.

The contractor shall remove and inspect the rudder upper stocks, tiller arms and carrier washers, and inspect the rudder tubes. Inside and outside diameters (ID's) and (OD's) of all rudder bearings shall be measured. Measurements shall occur in two directions, port/starboard and forward/aft. Bearings and

shaft areas longer than 6" shall be measured in two locations at the top and bottom of contact areas. Provide ADF&G's Representative with a written report detailing the examination and findings.

5.3.2 Replace Lower Bearing on Port Rudder Stock with New

The Contractor shall replace the lower bearing on the Port Rudder Stock with a new contractor-supplied bearing of identical dimensions and material type. Work shall include removal of the old bearing, cleaning and inspection of the bearing housing and rudder stock surface, verification of measurements, and installation of the new bearing as recommended by bearing manufacturer. Contractor shall verify correct seating of bearing in housing, correct clearance between bearing and rudder stock, and smooth and unrestricted movement of the rudder stock following installation. Contractor shall provide a written report summarizing pre- and post-installation measurements and any material defects found.

5.3.3 Replace Upper Bearing on Port Rudder Stock with New

The Contractor shall replace the upper bearing on the Port Rudder Stock with a new contractor-supplied bearing of identical dimensions and material type. All work shall be performed in accordance with the requirements described in 5.3.2. Contractor shall coordinate installation with Work Item 5.3.5 (Reassembly and Installation of Rudders and Rudder Shoes).

5.3.4 Replace Lower Bearing on Starboard Rudder Stock with New

The Contractor shall replace the lower bearing on the Starboard Rudder Stock with a new contractor-supplied bearing of identical dimensions and material type. All work shall be performed in accordance with the requirements described in 5.3.2.

5.3.5 Reassemble and Install Rudders and Rudder Shoes

Contractor shall reassemble all components, the rudder, and rudder shoes with the bolt on/off rudder shoes. Re-installation shall not occur until 24 hours after the painting of the inside of the rudder tubes is completed. Contractor will prepare and paint all disturbed painted steel work surfaces with anti-corrosion primer and appropriate finish paints. The rudder and rudder shoe bolts will be coated with an epoxy based coating to prevent the bolts from loosening and preventing line or netting from catching on the bolts or bolt heads.

5.3.6 Test Steering System

The vessel shall not undock, or operate, under its own power until dockside trials are complete. With Owner Representative present, test steering system (both ends) full over to full over. Record the time required to perform this from an average of three (3) tests. Ensure that rudder angle indicators properly display actual rudder position throughout the full range of rudder travel. Provide written findings to ADF&G Representative. Contractor will be present for in-water sea trials to verify repairs made and proper underway operation of the steering system.

6: Paint

6.1 Scope

The Contractor shall provide a fixed cost for all labor, material, and equipment to prepare and paint all specified areas of the vessel in accordance with R/V Medeia Paint Specifications. Surface preparation

shall comply with SSPC standards. All coatings shall be applied per manufacturer's guidelines and documented with temperature and film thickness records provided to Owner Representative within 24 hours of each coating event.

6.2 References

Drawing:

- 2-1 Medeia Outboard Profile

References:

- Reference 6-1 R/V Medeia Paint Specification

6.3 Requirements

6.3.1 Keel to Waterline

Provide a fixed cost for all labor, material, and equipment to prepare and paint the underwater portion of the vessel from the boot strip/waterline to the bottom of the keel as specified by R/V Medeia Paint Specifications. The underwater coatings of the hull presently have several small areas of wear to bare metal from mooring and scientific equipment retrieval. The bare areas of the underwater hull and new metal works will be coated with 3 coatings of anti-corrosive coating to 6 mils dft. The total underwater hull will be finished with two coats anti-fouling paint to 4 mils dft. Square footage is approximately 2,264 square feet. Bottom shell areas disturbed by the removal of the aft sections of the main engine keel channel coolers and installation of the new keel coolers and guards (Work Item 14) are prepared and coated under Work Item 14; the finish anti-fouling coats over those areas are included in this work item.

6.3.2 D-Rail / Waterline to The Top of The Freeboard, Outboard and Inboard Profile Preparation and Coating.

The stern quarters, trawl ramp, and starboard side will require additional preparation for priming. The exterior and interior freeboard are to be painted. The exterior and interior starboard freeboard will require additional preparation for priming.

D-rail, above water hull painting

The Contractor will prepare the steel and paint all disturbed and undisturbed steel work surfaces with anti-corrosion primer and appropriate finish topcoats paints to appropriate thicknesses.

The Contractor shall provide a fixed cost for all labor, material, and equipment to prepare and paint the above water portion of the vessel hull to the top of the rail and both sides of the freeboard as follows and in accordance with all requirements set forth. The area included in this Work Item is the exterior hull and interior freeboard, from the waterline up to, including the upper rail, both port and starboard sides, from the bow to the stern including the trawl ramp.

Final determination of surfaces to be prepared and painted shall be designated by the Owner Representative and are estimated to be as indicated below.

D-rail, above water hull prime painting.

Contractor shall spot prime paint all the areas having undergone the surface preparation work described above (an estimated 20% of the total work area), applying coatings of Amercoat 235 primer to reach 6.0 MDFT to all areas.

D-rail, above water hull topcoat painting.

After all the free boards have been primed the entire work area shall be painted with two (2) full coats of PPG, Protective and Marine Coating, PSX 700 at 2.0 MDFT for each coat. Primary Color for the topcoat is, Cobalt Blue, group 2fd for the hull, Black for rails, group1fd and Safety Yellow, group 2fd for boot stripes.

This Work Item paint area consists of all exterior hull /freeboard and interior freeboard surfaces, from the bow to the stern, for the port, starboard sides, of the vessel. The total estimated square footage area applicable to this Work Item is estimated at 2,800 square feet.

6.3.3 MastPrepare and paint the mast, including the crosstrees, platforms, ladder rungs, and light brackets. Remove all loosely adhering material, spot power tool clean all damaged or corroded areas to SSPC-SP15, and feather edges of sound coating. Apply anti-corrosion primer and appropriate finish topcoats to specified thicknesses per paint specifications. Total square footage of mast approximately 200 square feet.

The mast carries the vessel's navigation lights, the weather station sensors, and their associated cabling, brackets, and junction boxes. Before surface preparation begins, the Contractor shall remove all navigation light fixtures, weather station sensors, and their mounting brackets from the mast, and shall disconnect and remove the associated wiring back to the nearest junction box or deck penetration so that no fixture, sensor, or cable remains on the mast surfaces to be prepared and painted. Prior to removal, the Contractor shall photograph each fixture and sensor in place, label every cable and conductor at both ends with its circuit and fixture, and record the mounting location and orientation of each item. Removed fixtures, sensors, and brackets shall be stored in a dry, protected location aboard or in the Contractor's shop, and shall be protected from damage, moisture, and paint. Antennas, radar, and other electronic equipment on the mast that are not removed shall be fully masked and protected from surface preparation and overspray. Cable penetrations into the mast and junction boxes shall be sealed during preparation and painting to keep out water, grit, and paint.

Upon completion of painting, the Contractor shall reinstall all navigation lights, weather station sensors, and brackets in their original locations and orientations, reconnect all wiring using the labels and photographs taken at removal, and replace any cable glands, gaskets, or fasteners that are deteriorated or damaged with new of the same type. All connections shall be made watertight. Fasteners shall be stainless steel with dielectric isolation from the painted steel where dissimilar metals are in contact. The Contractor shall then test each navigation light for proper operation and correct sector from the pilothouse switches, and shall verify the weather station is reporting wind speed, wind direction, and all other sensor outputs at the pilothouse display, with the Owner Representative present. Any fixture, sensor, or cable found damaged after reinstallation that was serviceable before

removal shall be repaired or replaced by the Contractor at no cost to the Owner. Provide the Owner Representative a written list of items removed and reinstalled, with the removal photographs.

6.3.4 Main Deck Aft True Deck

Prepare and paint the main deck aft true deck. Surface preparation shall comply with SSPC standards. Apply anti-corrosion primer and topcoat as appropriate to the area. Final color and paint system to be Cobalt Blue. An estimated 20% of the area will require spot preparation. Aft deck has wood false deck panels that will need to be removed by Contractor to complete this section. Contractor is to replace all false deck panels after painting is complete. Total square footage of main deck aft true deck approximately 1,400 square feet.

6.3.5 Shaft Tubes

Prepare and paint shaft tubes. Apply 1 coat of Amerlock Sealer followed by 2 coats of Ameron 235 primer coatings to manufacturer-recommended thicknesses, alternating colors between coats, followed by 1 coat of Amercoat anti-fouling topcoat. Protect sensitive shaft and bearing surfaces from contamination during surface preparation and coating operations. Total square footage of both shaft tubes approximately 100 square feet.

6.3.6 Stuffing Boxes

Prepare and paint all stuffing box areas disturbed during shaft and propeller removal and reinstallation. Apply 1 coat of Amerlock Sealer, followed by 2 coats of anti-corrosion primer and appropriate topcoat per paint specifications. Total square footage of stuffing boxes approximately 8 square feet each.

6.3.7 Rudder Post Tubes

Prepare and paint the interior of rudder post tubes following removal of rudder stocks. Apply 1 full coat of Amerlock Sealer, followed by 2 coats of Amercoat compatible anti-fouling paint to a dried thickness of 4 mils. Re-installation of rudder stocks shall not occur until 24 hours after painting is complete. Total square footage of both rudder post tubes approximately 24 square feet.

6.3.8 Tiller Arms

Prepare and paint all tiller arm surfaces disturbed during rudder and steering system inspection and reassembly. Apply anti-corrosion primer and appropriate finish topcoat per paint specifications. Total square footage of both tiller arms approximately 20 square feet.

6.3.9 Vessel's Markings

Vessel name on both sides of the bow, the vessel name and hailing port on the stern, and all draft marks. All lettering and numbering shall then be painted with two (2) full coats of PPG, Protective and Marine Coating, PSX 700 topcoat at 2.0 MDFT for each coat. Colors for the topcoat, PPG Protective and Marine Coating, PSX 700 are Safety Yellow, group 2fd, and White, group 1fd.

6.3.10 Bait Freezer Hatches

Prepare and paint the two (2) bait freezer hatches, port and starboard, steel dogged hatches with coamings, approximately 62" x 47" each. The hatches and coamings are showing corrosion and shall be spot prepared: remove all loosely adhering coating and rust, power tool clean all corroded areas to SSPC-SP15, and feather edges of sound coating. Spot prime prepared areas with Amercoat 235 to 6.0 MDFT, then apply two (2) full coats of PPG PSX 700 topcoat at 2.0 MDFT per coat to all exterior surfaces of each hatch cover and coaming, color to match the surrounding deck. Hatch gaskets shall be masked and protected during preparation and coating. Dogs, dog wedges, and hinges shall be cleaned, freed up, and greased, and masked from paint on bearing surfaces; hatches shall be verified to open, close, and dog tight on completion. Assume approximately 25% of the hatch and coaming area will require spot preparation. Total square footage approximately 40 square feet per hatch, cover and coaming.

7: Propeller, Tail Shafts, Bearings and Glands Inspection

7.1 Scope

This work item describes the requirements for the contractor to remove, inspect, and reassemble propellers, tail shafts, bearings, and glands, including replacement of the Starboard Stern Tube Cutlass Bearing.

7.2 References

Drawings:

- 7-1 Medeia Shafting Installation
- 7-2 Medeia Propeller Shaft Specs

Photos:

- 7-1 Stbd Stuffing Box
- 7-2 Port Stuffing Box
- 7-3 Stbd Prop
- 7-4 Removable Rudder
- 7-5 Shaft Coupler
- 7-6 Packing Gland
- 7-7 Shaft Removal
- 7-8 Shaft Install

7.3 Requirements

7.3.1 Propeller Removal, Inspection

Remove two 60" propellers and deliver to a qualified propeller shop for inspection. Provide a written report on condition, pitch, and balance. Consult with Owner Representative regarding required repairs. Any additional repairs will be added as a change order.

7.3.2 Fit and Installation of New Propellers to Tailshafts

Owner will provide two new propellers to replace the old propellers. Test fit propellers on the port and starboard tail shafts, record and report contact area to Owner Representative. Reinstall propellers with failsafe locking device. The vessel shall not undock or operate under its own power until dockside trials are complete. Old propellers shall be crated and delivered back to vessel after shop inspection and possible repairs. The crates from the new propellers may be used for the old propellers.

7.3.3 Tailshaft Removal, Inspection, Installation

Open stuffing boxes, measure and record tail shaft positions, and remove tail shaft tapered couplings. Remove propeller shafts, with or without propellers fitted, from stern tubes. Clean, inspect, measure, and record exposed strut and stern tube bearings. Prepare clearance chart and provide report to Owner Representative. Clean and inspect tail shafts in lathe; inspect keys, keyways, and stress areas with dye penetrant. Inspect stuffing boxes, glands, and gland studs. Re-install both tail shafts in stern tubes; secure couplings with failsafe locking device; fit new 1-1/8" packing and adjust glands. Provide a spare set of packing rings for each tail shaft to be stowed in the vicinity of the packing gland.

7.3.4 Replace Starboard Stern Tube Cutlass Bearing with New

The Contractor shall remove the existing Starboard Stern Tube Cutlass Bearing and install a new contractor-supplied bearing of identical dimensions and material type. Inspect the stern tube bearing housing for wear or damage. Install new bearing according to manufacturer's recommendations. Verify correct seating and alignment of the new bearing. Provide Owner Representative with a written report of pre- and post-installation condition findings.

7.3.5 In-Water Sea Trials

Vessel shall not undock, or operate, under its own power until dockside trials are complete. Contractor shall conduct both dock and sea trials of both shaft, propeller, and reduction gear systems to prove and verify that the systems are working correctly. Trials shall occur under the supervision of the vessel's Master and Contractor's appointed qualified marine mechanic. Sea trials will consist of a minimum of 4 hours of full speed operation during which time Contractor will monitor and record packing gland temperatures. Main engine jacket water temperatures shall be recorded during the same sea trial as required under Work Item 14.3.5. Sea trial data shall be delivered to Owner's Representative after trials.

8: Replace Walter Keel Cooler

8.1 Scope

The Contractor shall remove and replace the Walter Keel Cooler on the R/V Medeia. The replacement keel cooler is identical and will be supplied by the Owner.

8.2 References

Drawings:

- 8-1 Medeia Keel Cooler Arrangements

- 3-1 Medeia Bilge and Ballast Piping

8.3 Requirements

The Contractor shall provide a fixed cost for all labor, material, and equipment to remove the existing Walter Keel Cooler and install the new, Owner supplied replacement unit, model 1-¼"E 4T 1 1-1/2TT-56. New keel cooler shall be installed in accordance with manufacturer specifications.

All piping connections shall be inspected for condition. Deteriorated or corroded fittings and sections shall be replaced. Upon installation, the system shall be pressure tested and leak-checked in the presence of ADF&G Representative. Coolant removed during the process shall be properly handled and disposed of by the Contractor in compliance with applicable environmental regulations. Note: Current cooler is filled with a water/Power Cool 2000 mix with NO antifreeze.

All disturbed hull and structural areas shall be prepared and painted per Medeia Paint Specifications.

9: Replace Shell Plate in Starboard Cofferdam

9.1 Scope

The Contractor shall remove and replace the deteriorated or diminished shell plate in the Starboard Cofferdam. All associated welding, surface preparation, and painting shall be performed in accordance with applicable ABS standards and R/V Medeia Paint Specifications. The area to be replaced is located in the engine room starboard side, stuffing box, from frame 41 to 42 on scantling baseline.

9.2 References

Photos:

- 7-1 Stbd Stuffing Box
- 9-2 Keel Channel
- 9-3 Keel Channel Plugs
- 9-4 Port Keel Channel Work

Drawings:

- 8-1 Medeia Keel Cooler Arrangements
- 9-1 General Scantling
- 9-2 Trans. Frs & Long'l Section
- 14-1 Fresh Water Cooling System Modifications (Elliott Bay Design Group 26075-256-2)

9.3 Requirements

The Contractor shall ultrasound the general area to determine total area needed to be replaced. For bidding purposes, assume approximate area to replace is 42" x 22". Once diminished area is determined, remove the diminished shell plate in the Starboard Cofferdam. Contractor shall install fire blankets or shields to protect adjacent equipment and piping; provide appropriate fire watch personnel during all hot work; and ensure fire extinguishers and other firefighting equipment are readily available.

New plate material shall be of equivalent or superior grade to the original. All welds shall be performed by qualified welders in accordance with ABS requirements. Upon completion of all welding, Contractor shall perform a leak test of the cofferdam and any adjacent compartments to verify watertight integrity.

This section of hull is over the top of the existing starboard main engine keel channel cooler. The aft section of that channel, including the portion under this plate, is being removed under Work Item 14. Contractor shall sequence the work so that the starboard keel channel cooler is drained and removed from the bottom shell (Work Item 14.3.1) before the shell plate in this work item is cut out, so that the new plate is fitted and welded with the keel channel already gone. No keel channel removal, replacement, flushing, or coolant refill is included in this work item.

NOTE: Similar shell plate work has been done on the Port Cofferdam in the past. See Photo 9-4 Port Keel Channel Work to see the section that was removed and replaced in the past for reference. However, that section was slightly further outboard than the Starboard section to be replaced, and it was done with the keel channel in place; that keel channel work is not representative of this work item.

10: Service MSDS

10.1 Scope

The Contractor shall service the existing Marine Sanitation Device System (MSDS) aboard the R/V Medeia. Work includes inspection, cleaning, component servicing, and verification of proper operation in compliance with applicable USCG regulations, and manufacturer's recommendations.

10.2 References

Drawings:

- 10-1 TW-200LP Steel 4 View Drawing

References:

- Reference 10-1 MSD Instruction Manual

Photos:

- 10-1 MSD Area
- 10-2 MSD Top

10.3 Requirements

The Contractor shall inspect all components of the existing MSDS (Headhunter TidalWave TW-200LP Steel), including the treatment unit, pump(s), associated piping, valves, and discharge plumbing. Contractor shall clean all accessible components; replace worn gaskets, seals, and any components identified as degraded or non-functional; and verify the system operates correctly and in compliance with USCG Type II MSDS certification requirements as applicable. Once complete, Contractor shall refill system with fresh water and follow manufacturer's startup procedures as outlined in the Instruction Manual.

NOTE: The steel workbench as seen in Photo 10-1 MSD Area, has a removable section that will need to be removed and replaced by the contractor as required for access.

Contractor shall provide Owner Representative a written report of findings, components replaced, and confirmation of compliant operation upon completion. All disturbed metal surfaces shall be prepared and painted per Medeia Paint Specifications.

11: Ultrasonic Thickness Testing

11.1 Scope

A non-destructive evaluation shall be performed using ultrasonic testing (UT) to verify and validate the extent of corrosion on the hull shell plating and other localized areas of high corrosion concern.

11.2 References

References:

- Reference 11-1 Elander Ultrasonic Reports 2006
- Reference 11-2 Elander Ultrasonic Reports 2011
- Reference 11-3 Elander Ultrasonic Reports 2014
- Reference 11-4 Accuren Ultrasonic Testing Report 2020
- Reference 11-5 Ultrasonic Testing Findings 2023
- Reference 11-6 Ultrasonic Testing Trouble Spots 2023

11.3 Requirements

All Ultrasonic Thickness Testing shall be conducted in accordance with A.B.S. classification requirements and performed by a certified Ultrasonic Technician. Contractor shall provide Owner Representative a written report of all recorded thickness values, locations tested, and diminution values compared to original baseline values from historical exam records.

11.3.1 Hull Shell Plate Testing

At testing locations, surface shall be prepared as required. If coatings are detrimental to proper testing, the area shall be chipped to bare metal; if coatings are adequate, a "double echo" method may be used. Contractor shall specify the method employed at each test location. Locations to include:

- Three (3) Transverse Bands: one midship, one forward of midship, one aft of midship
- Shell Plate at wind and waterline
- Keel Plate / Keel Cooler areas
- Bottom shell plate in way of the removed aft sections of the main engine keel channel coolers, port and starboard (test from outside after removal under Work Item 14.3.1 and before new coolers and guards are installed)
- Retained keel channel coolers, port and starboard: web and both flanges at not more than 6-foot intervals along the retained length, plus the new end caps, to establish a baseline for future monitoring of the channels retained under Work Item 14.3.1
- Forepeak and Aft Peak Bulkheads
- Interior Decks in 6 locations

11.3.2 High Corrosion Area Testing

At high corrosion locations, surface shall be chipped to bare metal on the corroded side and surveyed both visually and with ultrasonic thickness testing from the corroded side. Areas to include:

- Shell plate under the stern tube
- Low point in engine room bilge
- Adjacent to sea chest
- Sea chest
- Keel coolers and keel cooler penetrations
- Below waterline fire pump area
- Port and starboard cofferdam hull plates
- Ballast tank structure

Disturbed areas shall be prepared and painted following completion of testing per Medeia Paint Specifications.

12: Crane Static Load Test and Torque Test

12.1 Scope

The Contractor shall perform a static load test of the deck crane aboard the R/V Medeia. The deck crane is a 40-foot knuckle-boom Model 1240K, Serial Number MCK1240-92-806, built in 1992, rated at 10 tons, built by North American Crane (now North Pacific Crane Company, LLC). This work item also includes a torque test of the crane turret and pedestal attachment cap screws.

12.2 References

Drawings:

- 12-1 Medeia Crane Load Chart
- 12-2 Crane Diagram
- 12-3 Crane Specs

12.3 Requirements

12.3.1 Static Load Test

The Contractor shall conduct a static load test of the crane in accordance with applicable ASME B30.8 standards or equivalent recognized standard, at the rated capacity of the crane. Testing plan shall be presented to Owner Representative, prior to testing, and Owner Representative shall be present during testing. To meet the requirement, a 10,000 lbs water bag has been used in the past.

Prior to the static load test, the Contractor shall perform a visual inspection of all crane structural components, wire ropes, sheaves, hooks, fasteners, and hydraulic systems. Any deficiencies identified shall be reported to the Owner Representative prior to the load test.

Contractor shall provide Owner Representative with a written report documenting the load test procedure, test loads applied, duration, and results. The report shall include any recommendations for maintenance or repair identified during inspection.

12.3.2 Torque Test Pedestal and Turret Cap Screws

Contractor to perform torque test (per manufacturer's specifications) of a) the Turret to Swing Bearing Attachment Cap screws (24 total, 1000 FT-LBS), and b) the Pedestal to Swing Bearing Attachment Cap screws (28 total, 900 FT-LBS). Contractor to provide Owner Representative a written report of findings. If any of the Cap screws fail the torque test, Contractor to provide Owner Representative a Change Order estimate for replacement of all with grade 8 cap screws. If required, replacements are: Turret Attachment Screws 24 – 1" x 6-1/2" NF grade 8 bolts with 24 – 1" NF High Nuts and 48 – 1" structural washers; Pedestal Attachment Screws 28 – 1"-8 x 3" grade 8 cap screws and 28 – 1" structural washers.

13: Clad Weld

13.1 Scope

The work item describes the requirements for the contractor to clad weld four different diminished areas in the shell plate, all located in the engine room near the starboard aft corner. For all areas, Contractor shall install fire blankets or shields to protect adjacent equipment and piping; provide appropriate fire watch personnel during all hot work; and ensure fire extinguishers and other firefighting equipment are readily available. Once hot work is completed, Contractor shall paint disturbed areas as required in Medeia paint specifications.

13.2 References

Drawings:

- 13-1 General Arrangement for Clad Welding

Photos:

- Photo 13-1 Cladweld1 Location
- Photo 13-2 Cladweld Area 1 Vertical
- Photo 13-3 Cladweld Area 2&3 Location
- Photo 13-4 Cladweld Area 2
- Photo 13-5 Cladweld Area 3
- Photo 13-6 Cladweld Area 4 Location
- Photo 13-7 Cladweld Area 4

13.3 Requirements

Area 1

Located just aft of the day fuel tank, by frame #40, on the vertical shell plate. The affected area measures approximately 2"x4" and is within 1 inch of the diesel fuel day tank. If the Contractor

determines that the day tank must be emptied prior to welding, the Contractor shall coordinate with the Owner Representative to establish if the tank will be required to be emptied and refilled. Should emptying be required, the vessel crew and Owner Representative will transfer the fuel into the vessel's bunker tanks. Any additional safety precautions required beyond emptying the tank shall be the responsibility of the Contractor.

Area 2

Located on the bottom shell plate just forward of frame #41. The affected area measures approximately 2"x6".

Area 3

Located on the bottom shell plate just aft of frame #41. The affected area measures approximately 2"x10".

Area 4

Located on the bottom shell plate just aft of frame #40. The affected area measures approximately 3"x10".

Areas 2, 3, and 4 are on the bottom shell in the same region as the aft section of the starboard main engine keel channel cooler being removed under Work Item 14. Contractor shall coordinate the sequence of clad welding with keel channel removal (14.3.1) and the ultrasonic testing under Work Item 11.

Upon completion of all clad welding, Contractor shall prepare and paint all disturbed areas per Medeia Paint Specification.

14: Main Engine Keel Cooler Conversion (Repower Preparation)

14.1 Scope

The Contractor shall remove the aft sections of the existing port and starboard main engine keel channel coolers in way of the engine room, cap and preserve the remaining forward sections of the channels in place, repair the bottom shell in way of the removed sections and penetrations, and install four (4) new Owner-supplied keel coolers (two per side) in the cleared footprint with fabricated steel cooler guards, new shell penetrations and isolation valves, and new engine room piping connecting the jacket water coolers to the existing Detroit Diesel 16V-92 main engines. The second cooler on each side serves the aftercooler and reduction gear circuit of a future main engine repower; it shall be installed, filled, and capped at its isolation valves for future use.

The purpose of this work item is to complete all underwater and hull work associated with the future repower during this dry-dock period, so that the repower itself can be carried out at a later date with the vessel in the water. The existing main engines will operate on the new jacket water keel coolers until the repower takes place. Removal of the existing main engines, installation of new engines, and engine-side piping for the future engines are not part of this contract.

The forward portions of the keel channel coolers run under the vessel's fuel tanks and are to remain in place. They will be taken out of service, capped at the new aft end, fitted with a vented standpipe and a

drain and sample connection in the engine room, filled with an inhibited propylene glycol mixture, and retained as a static void that the Owner can monitor by level, sample, and drain. No hot work under this item is on or within one frame space of a bunker or middle fuel tank boundary; see the Hot Work provisions in 14.3 regarding the engine room day tank. The keel blocks in the Docking Plan bear on the channels in way of the sections being removed; block shifts required to clear those sections are included under Work Item 1.

Field verification and alternative arrangements. Drawing 14-1 and the bidding assumptions in 14.3 define the arrangement for bidding purposes only; Drawing 14-1 was prepared without a ship check. After the vessel is dry-docked and before any cutting or fabrication under this item begins, the Contractor and the Owner Representative shall jointly inspect the bottom shell, keel channels, and engine room and review the arrangement against actual conditions. If that review shows that a different cut location, cooler placement or orientation, guard configuration, shell penetration location, piping routing, or treatment of the retained channel sections would better serve the purpose of this work item, the Contractor shall submit a written proposal describing the change, its effect on each affected sub-item (14.3.1 through 14.3.5), and any resulting change in price or schedule. The Owner may accept, modify, or reject the proposal. Any change to the arrangement shall be made only by written change order; no alternative arrangement shall be started on verbal direction. Price adjustments shall be made against the affected sub-item in the Bid Schedule. Alternative arrangements shall remain consistent with the cooler manufacturer's installation requirements, shall not reduce cooler capacity below that shown on Drawing 14-1, shall retain the forward sections of the keel channel coolers in place, and shall not move hot work onto or within one frame space of a fuel tank boundary.

14.2 References

Drawings:

- 14-1 Fresh Water Cooling System Modifications, Elliott Bay Design Group Drawing 26075-256-2, Sheets 1 and 2, Revision 1 dated 10/16/2026 (included in the ITB package). Revision 1 is stamped Preliminary; a final issued revision is expected prior to award and the latest issued revision governs.
- 1-1 Medeia Docking Plan
- 8-1 Medeia Keel Cooler Arrangements
- 9-1 General Scantling
- 9-2 Trans. Frs & Long'l Section
- 13-1 General Arrangement for Clad Welding

References:

- Reference 14-1 Duramax Marine SC-424PFDP Keel Cooler Installation Drawing (manufacturer installation drawing). The manufacturer's installation and operation manual will be provided by the Owner with the coolers.

Photos:

- 9-2 Keel Channel

- 9-3 Keel Channel Plugs
- 9-4 Port Keel Channel Work
- 14-1 Port Keel Channel Bleed Valve

Standards:

- 46 CFR Subchapter T – material and workmanship (the vessel is not USCG inspected)
- AWS D1.1 – Structural Welding Code, Steel
- ASTM F708 – Standard Practice for Design and Installation of Rigid Pipe Hangers
- ASME B16.5, B16.9, and B16.11 – flanges and fittings
- R/V Medeia Paint Specification (Reference 6-1)

Owner-Supplied Equipment:

- Two (2) jacket water keel coolers, Duramax Marine model SC-424PFDP-54 (one port, one starboard)
- Two (2) future aftercooler / reduction gear keel coolers, Duramax Marine model SC-424PFDP-33 (one port, one starboard)
- Manufacturer-supplied anodes, mounting hardware, and dielectric isolation kits shipped with the coolers
- Power Cool 2000 coolant inhibitor for the jacket water circuits

All other material is Contractor-supplied, including but not limited to: cooler guards and mounting struts, guard anodes, channel end caps, standpipes, sight tubes, fill, vent, drain and sample fittings and valves, inhibited propylene glycol for the retained channels, shell valves, pipe, fittings, flanges, gaskets, bolting, flexible connections, hangers, expansion tanks, level switches and alarm wiring, ethylene glycol, and consumables.

14.3 Requirements

Bidding assumptions. Drawing 14-1 was prepared from reference material without a ship check. The Contractor shall confirm all dimensions onboard before cutting or fabricating, and is responsible for the final location of the coolers and guards, subject to Owner Representative approval and the cooler manufacturer's installation requirements. For bidding purposes, assume the existing main engine keel channel coolers are 12-inch structural channel (C12 x 20.7), approximately 54 feet long, one each side of the keel, running from approximately frame 41 forward to approximately frame 16. Assume approximately 18 linear feet of channel per side will be removed, from the aft end forward to approximately frame 33, with the final cut location set to clear the new cooler guards by not less than 12 inches and in all cases aft of frame 31, so that no hot work occurs on or within one frame space of the bunker fuel tank boundary at frame 30. The remaining channel forward of the cut (approximately 36 feet per side) is retained. Assume a combined total of approximately 600 gallons of coolant will be drained from both main engine cooling systems. The existing coolant is a water and Power Cool 2000 mixture with NO antifreeze. Contractor is responsible for handling and disposal of all removed coolant in compliance with applicable environmental regulations. Alternative arrangements identified after docking are handled under the field verification provision in 14.1.

Hot work. For all hot work under this item, Contractor shall install fire blankets or shields to protect adjacent equipment, piping, and tankage; provide fire watch personnel during all hot work; and ensure fire extinguishers and other firefighting equipment are readily available. The engine room day tank is adjacent to this work; the day tank provisions of Work Item 13, Area 1 apply to any hot work within reach of it. Steel shall be ASTM A36 or equivalent unless noted otherwise. Welds shall be 3/16-inch double continuous fillet unless noted otherwise on Drawing 14-1, performed by qualified welders in accordance with AWS D1.1.

14.3.1 Remove Aft Sections of Keel Channel Coolers, Cap Retained Sections, and Repair Bottom Shell

Removal. Contractor shall drain both main engine cooling systems and remove the aft sections of the port and starboard main engine keel channel coolers from the bottom shell as described in the bidding assumptions, including the aft inlet and outlet penetrations, the engine room bleed and vent fittings, and all associated piping between the hull penetrations and the engines that will not be reused. The existing generator keel coolers shall remain in service and shall be protected throughout the work. Cut the channel sections free of the shell, remove remaining weld material, and grind the bottom shell fair. Blank all former penetrations in the removed area with inserts of equivalent or superior grade and thickness to the surrounding shell, fully welded. After removal, the bottom shell in way of the removed sections shall be ultrasonically tested under Work Item 11 before any new work is attached; any diminished plate found shall be reported to the Owner Representative and addressed by change order. Contractor shall perform a leak test of the affected compartments to verify watertight integrity after all blanking and repair welding is complete.

Weigh and report removed steel. Before disposal, Contractor shall weigh each removed channel section and all removed fittings on a calibrated scale and shall record, for each piece: its weight, its length, the side (port or starboard), and the frame range it was removed from. Contractor shall photograph each piece with a tape measure and frame reference visible. Contractor shall deliver a written weight and location report, with photographs, to the Owner Representative within five (5) business days of removal. The Owner will use this report to update the vessel's stability documentation, and the Contractor shall provide it to the naval architect if Contingent Item C-1 is exercised. Removed steel and fittings shall then be disposed of by the Contractor unless the Owner Representative directs otherwise.

Cap the retained channel sections. The retained forward sections of each channel shall be closed at the new aft end with a welded steel end cap of thickness not less than the channel web, fitted inside the channel flanges and welded with full penetration welds to the channel web, both flanges, and the bottom shell, so that the retained channel is watertight to the sea and separate from the hull interior. End cap edges shall be ground smooth with no projections that could foul lines or nets. Drawing 14-1 (re-issued revision) governs the end cap detail if one is shown. Contractor shall confirm by inspection that each retained channel is continuous and free of internal baffles or blockages between the new end cap and the existing forward fill and vent risers.

New vent standpipe, drain, and sample connections. At the aft end of each retained channel, inside the engine room, Contractor shall install a 1-inch Schedule 80 carbon steel coupling welded into the top of the channel through the shell, as close to the new end cap as practical, and from it a 1-inch Schedule 80 carbon steel standpipe with a full-port isolation ball valve at its base, run up ship's structure to

terminate not less than 12 inches above the vessel's loaded waterline at a loosely capped (not sealed) open top. The standpipe shall carry a sight tube or sight glass over not less than 12 inches of its upper length with a permanently marked "NORMAL" fill level, located where the level can be read from a normal walking position in the engine room. The standpipe serves as the expansion volume and a leak indicator for the retained channel: with the fluid level held above the waterline, any leak at the channel or its welds will show as a falling level and will weep outward rather than admit seawater. The aft end of the channel is not its high point; the channel is bled of air at the existing forward risers during filling (see below), after which the standpipe column stands above every part of the channel and no vent is required at the forward end. At the low point of each retained channel, Contractor shall install a 3/4-inch Schedule 80 carbon steel coupling welded through the shell with a 3/4-inch ball valve and threaded plug, accessible for the vessel's crew to draw a fluid sample and to drain the channel without disturbing other equipment. Standpipes and drains shall be supported per ASTM F708 and clearly labeled "KEEL CHANNEL – NOT IN SERVICE – VENT / FILL / LEVEL" and "KEEL CHANNEL – NOT IN SERVICE – DRAIN / SAMPLE" with engraved plastic labels. The existing forward fill and vent risers through the middle fuel tanks shall remain in place as bleed points only. Contractor shall inspect their accessible ends, fit each with a new 1/2-inch ball valve and threaded plug (replacing any existing plug, cap, or valve), and verify them tight after filling. Note that the starboard forward riser terminates beneath a crew berth; the Owner will remove the berth mattress and boards for access during filling, and the Contractor shall coordinate the timing with the Owner Representative. No standpipe or vent shall be run from the forward risers.

Pressure test and fill the retained channels. After capping and installation of the standpipe and drain, Contractor shall flush each retained channel with fresh water to remove sediment, then pressure test each channel with water at 15 psi for 30 minutes in the presence of the Owner Representative, with no drop in pressure and no weeping at the new end cap, new connections, or existing risers. Any leak shall be repaired and the test repeated. Contractor shall then fill each retained channel from the aft drain connection, bottom up, with a Contractor-supplied 50 percent mixture of inhibited propylene glycol (marine or heavy-duty grade with corrosion inhibitor package) and distilled or deionized water, with the forward riser valve open until the riser runs solid fluid with no air, then close and plug the forward riser, continue filling until fluid stands in the standpipe, and set the level at the marked NORMAL line with the vessel at or near her normal trim. The channel shall be filled with the vessel afloat or, if filled on the dock, the level shall be re-checked and adjusted after launch with the vessel at normal trim. No ethylene glycol shall be used in the retained channels. Contractor shall record and deliver to the Owner Representative the test results, the fill quantity and glycol product used for each channel, and a baseline fluid sample from each channel in a labeled container for the Owner's records. For bidding purposes, assume approximately 110 gallons of mixed fluid per channel.

Sequencing and coating. Removal of the starboard channel section shall be sequenced ahead of the starboard cofferdam shell plate replacement under Work Item 9 and coordinated with the clad welding under Work Item 13. Block shifts required to clear the channel sections are covered under Work Item 1 and shall be coordinated with the Dock-Master. All disturbed bottom shell, the new end caps, and the exposed ends of the retained channels shall be prepared and coated with anti-corrosive primer per Medeia Paint Specifications; the anti-fouling finish coats are applied under Work Item 6.3.1.

14.3.2 Install New Keel Coolers (Owner Supplied)

Contractor shall receive, inspect, and install the four (4) Owner-supplied keel coolers externally on the bottom shell, port and starboard, in accordance with Drawing 14-1 and the manufacturer's installation drawing and manual. Where coolers are arranged in line, the lower-temperature (aftercooler) cooler shall be located forward of the higher-temperature (jacket water) cooler. Coolers shall be mounted to the hull with the manufacturer-supplied stainless steel hardware in accordance with Drawing 14-1 and the manufacturer's installation drawing. Coolers shall be electrically isolated from the hull using the manufacturer's dielectric isolation kits at every connection, and the manufacturer-supplied anodes shall be mounted directly to the coolers at both ends. Cooler surfaces shall not be painted or coated except as permitted by the manufacturer.

Cut new shell penetrations for the inlet and outlet of each cooler and install new thru-hull connections with 150-pound slip-on flanges and lug-style, resiliently seated butterfly shell valves (positive shutoff) oriented for convenient operation from inside the engine room. Pipe between the shell valve and the cooler shall be Schedule 80 carbon steel. Each new shell penetration shall be tested to the satisfaction of the Owner Representative before final assembly of the cooler and guard.

Contractor shall mark the final as-installed location of each cooler and guard on a copy of Drawing 14-1 and provide it to the Owner Representative.

14.3.3 Fabricate and Install Keel Cooler Guards

Contractor shall fabricate and install one steel cooler guard per side to protect the new keel coolers from floating debris and grounding damage, in accordance with Drawing 14-1 Sheet 2 and the manufacturer's recommendations. Each guard is approximately 17 feet overall, of ASTM A36 flat bar and round bar construction with 1/2-inch plate ends tapered at a slope not exceeding 4:1, carried on 4" x 4" x 1/2" angle mounting struts welded to the hull. Guards shall be fully welded: struts to hull, flat bars to struts, and round bars to flat bars, with weld sizes and spacing per Drawing 14-1. No bolted connections are permitted in the guard assembly. Round bar ends shall be ground with a taper. Guards shall not bear on the coolers at any point and shall allow full water flow across the cooler surfaces. Guards shall be arranged so that the cooler penetration bolts, cooler anodes, and guard anodes remain accessible for inspection and replacement with the guard in place; where Drawing 14-1 does not show the required access, Contractor shall propose the arrangement for Owner Representative approval before fabrication. Guards shall be fitted and tack-welded with the coolers in place, then inspected by the Owner Representative for clearance and access before final welding.

Contractor shall supply and install two (2) 23-pound zinc anodes on each guard, one inboard and one outboard, with positive bonding to the guard. Guards, struts, and all disturbed hull steel shall be prepared and coated with anti-corrosive primer and anti-fouling per Medeia Paint Specifications; anodes shall be masked from paint.

14.3.4 Engine Room Piping, Expansion Tanks, and Low-Level Alarms

Contractor shall furnish and install new fresh water cooling piping from the jacket water keel cooler shell valves to the existing Detroit Diesel 16V-92 main engines, port and starboard, in accordance with the material schedule and general notes on Drawing 14-1. Piping shall be carbon steel with butt-weld

fittings and 150-pound flanges for 2-1/2 inch and larger, and socket-weld fittings and unions for 2 inch and smaller, with resiliently seated butterfly isolation valves, flexible connections at the engines, and gaskets and bolting per the material schedule. Piping shall be routed as directly as practical with a minimum number of elbows. Piping on Drawing 14-1 is nominal; final routing shall be developed by the Contractor and approved by the Owner Representative before fabrication.

Takedown joints shall be provided at intervals that allow disassembly and removal of piping and equipment without removal or modification of permanent structure. Piping shall be supported with hangers designed and installed in accordance with ASTM F708, attached to ship structure with bolted clamps or welded clips; hangers shall not be welded directly to piping. Provide a 1/2-inch drain valve and plug at each system low point and a 1/2-inch vent valve at each high point.

Contractor shall size, furnish, and install a coolant expansion tank for each jacket water circuit, with a pressure cap rated for the tank height and the engine manufacturer's requirements, mounted above all engine vent and fill locations. Each expansion tank shall be fitted with a low coolant level switch interfaced to the vessel's existing alarm and monitoring system, providing a low coolant level alarm for each circuit. Contractor shall furnish and install any wiring, relays, and alarm panel inputs required.

The aftercooler / reduction gear keel coolers are installed for future use and shall not be connected to the existing engines. Contractor shall install the shell valves and a short flanged spool on each, fill each cooler and spool with a 50 percent ethylene glycol and distilled water mixture, and cap at the isolation valves with blind flanges. The 1/2-inch vent and drain fittings required to fill and bleed these coolers shall be provided.

14.3.5 Flush, Fill, Pressure Test, and Trials

Before filling, Contractor shall flush the new coolers and piping in accordance with the manufacturer's requirements to remove scale, weld debris, and sediment. Contractor shall pressure test each keel cooler and its connected piping in accordance with the manufacturer's requirements and the system design pressure shown on Drawing 14-1, with the Owner Representative present, and shall correct any leaks before proceeding. Contractor shall provide the Owner Representative with written pressure test results for each circuit.

Contractor shall fill each jacket water circuit with fresh water blended with Owner-supplied Power Cool 2000 at the manufacturer's recommended concentration. No antifreeze shall be used in the jacket water circuits. Owner Representative and Contractor shall jointly bleed air from each circuit and verify proper operation of each main engine cooling system at the dock.

During the sea trial required under Work Item 7.3.5, Contractor shall monitor and record jacket water temperature at the inlet and outlet of each main engine at not less than 30-minute intervals throughout the full-speed run, together with seawater temperature and engine load or rpm, and shall deliver the record to the Owner Representative with the sea trial data. Any circuit that fails to maintain the engine manufacturer's normal operating temperature range during the trial shall be reported immediately to the Owner Representative.

Note: Drawing 14-1 is expected to be re-issued before contract award. Bidders shall base their bids on the revision included in the ITB package; changes in the re-issued revision that materially affect the work will be handled by addendum or change order.

15: Insulation Resistance (Megger) Testing

15.1 Scope

The Contractor shall perform insulation resistance testing, commonly referred to as Megger testing, on the electrical distribution systems and major electrical machinery aboard the R/V Medeia. The purpose of this work item is to evaluate the condition of electrical insulation throughout the vessel and identify any degraded or failed insulation that presents a risk of ground fault, shock hazard, equipment damage, or fire. Testing shall be conducted on all accessible shore-power, main distribution, branch circuit, and machinery wiring, including motors and generators, as identified in consultation with the Owner Representative.

15.2 References

Drawings:

- 15-1 Medeia Electrical Pilot House Panel
- 15-2 Medeia Wiring Schematic
- 15-3 Medeia 42 Circuit Panels 1 & 2
- 15-4 Medeia 42 Circuit Panels 3 & 4
- 15-5 Medeia 42 Circuit Panel 5

Standards:

- IEEE 43 – Recommended Practice for Testing Insulation Resistance of Electric Machinery
- NFPA 70B – Recommended Practice for Electrical Equipment Maintenance
- ABYC E-11 – AC and DC Electrical Systems on Boats (as applicable to commercial vessels)

Prior Test Records:

Reference 15-1 Medeia Megger Report 2023 (Baseline insulation resistance survey covering panelboards: Void Room/Work Shop, P2 Engine Room, P1 Engine Room, Galley/Main Deck, Wheelhouse Panel, Misc Loads, and Generators and Shore Power. Contractor shall reference this report when interpreting 2027 test results and shall note any circuits or equipment showing measurable degradation relative to 2023 baseline values.)

15.3 Requirements

15.3.1 – Technician Qualifications

All insulation resistance testing shall be performed by a qualified marine electrician or certified electrical technician with documented experience conducting insulation resistance surveys on commercial or research vessels. Prior to commencing work, the Contractor shall provide the Owner Representative with documentation of the assigned technician's qualifications upon request.

15.3.2 – Test Equipment

The Contractor shall supply all test equipment necessary to perform insulation resistance measurements across the range of voltages present aboard the vessel. Test voltage applied to each circuit or component shall be appropriate to the rated system voltage, as follows: circuits rated 120/240V shall be tested at a minimum of 500 VDC; circuits rated 440V or higher shall be tested at a minimum of 1,000 VDC. All equipment shall be calibrated and in good working order. The Contractor shall provide calibration records upon request.

15.3.3 – Scope of Testing

At a minimum, the Contractor shall perform insulation resistance tests on the following systems and equipment. ADF&G Representative may direct the Contractor to expand or reduce the testing scope based on vessel condition or access constraints observed during the work period:

- Shore power inlet and main switchboard distribution circuits
- Main and emergency generator windings and output circuits
- All AC branch circuits serving machinery spaces, accommodations, and work decks
- DC distribution circuits, including battery banks and charging circuits
- Main engine starting motors and associated wiring harnesses
- Electric motor windings for all bilge pumps, fire pumps, wash-down pumps, and hydraulic power unit motors
- Winch and crane motor circuits
- Navigation light wiring and associated branch circuits
- Any additional circuits or equipment identified by the ADF&G Representative as a priority

15.3.4 – Test Procedure

Prior to testing, the Contractor shall de-energize all circuits to be tested and ensure that all sensitive electronic equipment (navigation electronics, communication equipment, frequency drives, programmable controllers, and similar devices) is disconnected or protected from test voltages. Disconnection of sensitive equipment shall be coordinated with the Owner Representative and vessel crew prior to commencing any test sequence. The Contractor shall apply the appropriate test voltage for a minimum of sixty (60) seconds for each measurement, recording the stabilized resistance value in megohms. For motors and generators, a polarization index (PI) test shall be conducted where IEEE 43 recommends, applying the test voltage for ten (10) minutes and recording readings at one (1) minute and ten (10) minutes.

15.3.5 – Acceptance Criteria

Minimum acceptable insulation resistance for branch circuits and distribution wiring shall be 1 megohm. Motor and generator windings shall meet IEEE 43 minimum thresholds for the applicable insulation class and temperature. A polarization index of 2.0 or greater is considered satisfactory for rotating machinery windings. Any circuit or component measuring below minimum acceptable levels shall be flagged in the test report and brought to the immediate attention of the ADF&G Representative. Repair

of deficiencies identified during testing is not included in this work item and shall be addressed by separate change order or work item as directed by the ADF&G Representative.

15.3.6 – Test Report

Upon completion of testing, the Contractor shall provide the Owner Representative with a written test report. The report shall include, at minimum: a list of all circuits and equipment tested; the test voltage applied to each; the measured insulation resistance value in megohms; the ambient and winding temperature at time of test where applicable; the polarization index for each motor and generator tested; a comparison of measured values against the 2023 baseline survey (Reference 15-1) for each circuit or piece of equipment covered in both surveys, noting any measurable degradation; and a summary identifying any circuits or components that failed to meet minimum acceptance criteria. The report shall be provided in electronic format (PDF) to the Owner Representative within five (5) business days of completing the test survey.

Note: This work item covers testing and reporting only. Remediation of any deficiencies identified during testing is not within the scope of this item. Bidders shall provide a fixed unit price for the complete test survey and written report as described herein.

16: Inspect Ballast Tanks

16.1 Scope

The contractor shall inspect all ballast tanks onboard. The ballast tanks include the bow tank, 2 middle tanks, and 2 stern tanks. These are considered confined spaces and precautions needed to enter tank shall be provided by the contractor. Tanks shall be inspected for paint blisters, and all blisters shall be spot prepped and spot painted following Medeia Paint Specification. Any areas with deep pitting shall be ultrasound thickness tested and if there is 25% or more diminution, those areas shall be clad welded or replaced with an insert. Assume approximately 100 square feet will need to be prepped and painted, and clad welding will occur on areas adding up to approximately 10"x10". Any area beyond these will be addressed with a change order.

16.2 References

Drawings:

- 3-1 Medeia Bilge and Ballast Piping
- 16-1 Hold Plan

17: Install Cadyma Knife Cutters

17.1 Scope

The Contractor shall install Owner supplied Cadyma knife cutters on the port and starboard propeller shafts of the R/V Medeia. Knife cutters protect the propeller shafts and stern tubes from line and net entanglement.

17.2 References

Drawings:

- 7-1 Medeia Shafting Installation
- 7-2 Medeia Propeller Shaft Specs

Photos:

- 17-1 A-Frame Strut Bearing to Hub
- 17-2 A-Frame Strut Bearing to Hub 2

17.3 Requirements

The Contractor shall provide a fixed cost for all labor, material, and equipment to install Cadyma knife cutters model 203021F compatible with the existing shaft diameter and configuration on the R/V Medeia. Contractor shall coordinate installation with the propeller and tail shaft work performed under Work Item 7.

Knife cutters shall be installed per manufacturer specifications and verified for correct fit, alignment, and secure attachment after shaft reinstallation. Assume hot work is required for this. Contractor shall install fire blankets or shields to protect adjacent equipment and metal; provide appropriate fire watch personnel during all hot work; and ensure fire extinguishers and other firefighting equipment are readily available.

18: Tariffs and Associated Fees

18.1 Scope

The Contractor should include the total dollar amount of any known tariffs, duties, import fees, surcharges, or similar charges that are included in and will impact the Bid Price for this project as of the Bid Due Date.

19: Build America, Buy America Act.

19.1 Scope

Effective for Federal award obligations after October 23, 2023, meet the requirements at 2 CFR 184 for construction materials. Offerors will be required to complete Attachment 6 – Materia Origin Certificate.

CONTINGENT ITEMS

The following items are contingent. Bidders shall provide a fixed price for each contingent item on the Bid Schedule, but contingent items are not part of the base bid and are not included in the Total Bid Price. A contingent item becomes part of the contract only if the Owner elects to exercise it by written change order; the Owner is under no obligation to exercise any contingent item, and no claim for lost profit, overhead, or other compensation will be allowed if a contingent item is not exercised.

C-1: Stability Test (Inclining Experiment) and Updated Stability Report

C-1.1 Scope

CONTINGENT ITEM – NOT PART OF THE BASE BID. If exercised, the Contractor shall conduct a stability test (lightweight survey and inclining experiment) of the R/V Medeia and deliver an updated stability report, using a qualified naval architect designated by the Contractor and approved by the Owner. The purpose is to establish the vessel's current lightship weight and center of gravity, which the existing stability documentation does not reflect: the existing stability book predates the installation of the trawl gantry and will not reflect the keel channel sections removed and keel coolers and guards added under Work Item 14.

C-1.2 References

Standards:

- ASTM F1321 – Standard Guide for Conducting Stability Tests (Lightweight Survey and Inclining Experiment) to Determine the Light Ship Displacement and Centers of Gravity of a Vessel
- 46 CFR Part 170, Subpart F – Determination of Lightweight Displacement and Centers of Gravity (as guidance; the vessel is not USCG inspected)
- IMO International Code on Intact Stability, 2008, Annex 1 (as guidance)

Owner-furnished information:

- Existing R/V Medeia stability book (Owner will provide a copy to the designated naval architect)
- Lines plan and general arrangement drawings on file with the Owner
- Weight and location report for removed keel channel steel, from Work Item 14.3.1
- Owner-supplied keel cooler weights and locations, from Work Item 14 and Drawing 14-1

C-1.3 Requirements

Naval architect. The Contractor shall designate a naval architect to plan, conduct, and report the test. The designated naval architect shall be a licensed professional engineer in naval architecture or marine engineering, or shall have documented experience conducting and reporting inclining experiments on commercial vessels of comparable size within the last ten years. Within ten (10) days of the change order exercising this item, the Contractor shall submit the naval architect's qualifications to the Owner Representative for approval. The Owner may reject a proposed naval architect for cause.

Test procedure. Not less than fourteen (14) days before the test, the naval architect shall submit a written test procedure to the Owner Representative for review, covering: the vessel condition required (tanks, loose weights, personnel), the test weights and their certification, the number and sequence of weight shifts, the method of measuring heel (pendulums, U-tubes, or inclinometers, with not fewer than two independent measurements), draft and freeboard readings, water density, weather limits, and the responsibilities of the Contractor, the naval architect, and the vessel's crew. The Owner will prepare the vessel to the condition the procedure requires, including removal or inventory of loose gear and setting of tank levels; the Contractor shall provide the deadweight survey of items to be added or removed from the lightship condition.

Conduct of the test. The Contractor shall provide a calm, sheltered berth with adequate depth and slack mooring lines, certified test weights, crane or other means of shifting the weights, personnel to shift weights and take readings, and all instruments. The test shall be performed with the vessel afloat, after completion of all other work under this contract that adds or removes weight from the vessel, and before the vessel departs the Contractor's facility. The naval architect shall direct the test in person. The Owner Representative and the vessel's Master shall be present. The test shall be rescheduled at no additional cost if wind, current, or sea conditions exceed the limits in the approved procedure.

Deliverables. Within thirty (30) days of the test, the Contractor shall deliver to the Owner Representative, in electronic (PDF) form with native calculation files on request: (a) the inclining experiment report, including the as-inclined condition, all readings, the deadweight survey, and the derived lightship weight and longitudinal, vertical, and transverse centers of gravity; and (b) an updated stability report that applies the new lightship to the vessel's operating conditions. The updated report shall include, at a minimum, the departure and arrival conditions the Owner identifies (not more than six), the effect of the trawl gantry and towed gear loads as described by the Owner, free surface corrections, and the resulting righting arm curves and operating guidance for the Master. The report shall be prepared in a format suitable for later submission to the U.S. Coast Guard, should the Owner elect to pursue that, but Coast Guard review or approval is not part of this item.

Price basis. The Contractor shall provide a fixed price for this item that includes the naval architect's fees, the test weights, crane, berth, personnel, instruments, and all reporting. If exercised, the item will be added to the contract by change order at the bid price. If not exercised, no payment is due.

SEC. 2.02 CONTRACT TERM

Work can be scheduled to begin as early as March 1, 2027, and must be completed by April 30, 2027. Forty-Five (45) calendar days will be allowed for completion after the start date is determined. (With a final completion date of no later than April 30, 2027. Due to the adverse impact on the vessel schedule, liquidated damages shall accrue at the rate of $2,500.00 per day after either 45 days or April 30, 2027, whichever comes first. In the event of the issuance of change orders, any alteration of this schedule shall be designated in the change order and approved by Owner Representative. Specific delivery date of the vessel shall be agreed upon prior to contract award. The State agrees to make a good faith effort to arrive prior to the agreed upon date but shall be held harmless for delays beyond the State’s control.

Unless otherwise provided in this ITB, the State and the successful bidder/contractor agree: (1) that any extension of the contract excluding any exercised renewal options, will be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect and (2) the procurement officer will provide notice to the contractor of the intent to cancel such month-to-month extension at least 30 days before the desired date of cancellation. A month-to-month extension may only be executed by the procurement officer via a written contract amendment.

SEC. 2.03 CONTRACT TYPE

This contract is an **FIXED PRICE** contract based off the bid submitted by the contractor.

SEC. 2.04 PAYMENT FOR STATE PURCHASES

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

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

SEC. 2.05 ELECTRONIC PAYMENTS

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

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

SEC. 2.06 PROMPT PAYMENT FOR STATE PURCHASES

Reserved.

SEC. 2.07 CONTRACT ADMINISTRATION

The administration of this contract is the responsibility of the procurement officer or person appointed by the Department of Fish and Game, Division of Administrative Services.

SEC. 2.08 CONTRACT PRICE ADJUSTMENTS

This will be a fixed price contract with no additional fee adjustments.

SEC. 2.09 CONTRACT PERFORMANCE LOCATION

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

SEC. 2.10 THIRD-PARTY FINANCING AGREEMENTS NOT ALLOWED

Because of the additional administrative and accounting time required of the state when third party financing agreements are permitted, they will not be allowed under this contract.

SEC. 2.11 SUBCONTRACTORS

Subcontractors may be used to perform work under this contract. If a bidder intends to use subcontractors, the bidder must identify in the bids the names of the subcontractors and the portions of the work the subcontractors will perform.

Subcontractor experience **SHALL NOT** be considered in determining whether the bidder meets the requirements set forth in **SEC. 2.01 PRIOR EXPERIENCE**.

If a bid with subcontractors is selected, the bidder must provide the following information concerning each prospective subcontractor within five working days from the date of the state's request:

- complete name of the subcontractor;
- complete address of the subcontractor;
- type of work the subcontractor will be performing;
- percentage of work the subcontractor will be providing;
- evidence that the subcontractor holds a valid Alaska business license; and
- a written statement signed by each proposed subcontractor that clearly verifies that the subcontractor is committed to render the services required by the contract.

A bidder's failure to provide this information, within the time set, may cause the state to consider their bid non-responsive and reject it.

Note that if the subcontractor will not be performing work within Alaska, they will not be required to hold an Alaska business license.

SEC. 2.12 JOINT VENTURES

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

SEC. 2.13 RIGHT TO INSPECT PLACE OF BUSINESS

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

SEC. 2.14 F.O.B. POINT

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

SEC. 2.15 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES

The contractor is responsible for providing all products or the completion of all work set out in the contract. All products or work is subject to inspection, evaluation, and approval by the state. The state may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. The state may instruct the contractor to make corrections or modifications if needed in order to accomplish the contract's intent. The contractor will not unreasonably withhold such changes.

Substantial failure of the contractor to perform the contract may cause the state to terminate the contract. In this event, the state may require the contractor to reimburse monies paid (based on the identified portion of unacceptable products or work received) and may seek associated damages.

SEC. 2.16 EQUIPMENT INSPECTION

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

SEC. 2.17 NEW EQUIPMENT

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

SEC. 2.18 REMANUFACTURED/RECONDITIONED EQUIPMENT

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

SEC. 2.19 LEMON CLAUSE

This clause applies to all equipment purchased through this contract. The application period is **1-YEAR** from the date of purchase. This clause takes precedence over any other warranty or service maintenance clauses associated with this contract.

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

SEC. 2.20 DISCONTINUED ITEMS

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

SEC. 2.21 LIQUIDATED DAMAGES

The State will include liquidated damages in this contract to ensure timely completion of the Work. The actual damages that may result from delayed completion are difficult to ascertain with certainty. Therefore, the parties agree that liquidated damages shall be assessed at the rate of $2,500.00 per calendar day. This amount represents a reasonable estimate of the State's anticipated costs arising from delay, including, but not limited to, extended lodging, meals and incidental expenses, local transportation, administrative oversight, and additional travel costs that may be incurred by State personnel as a result of the Contractor's failure to complete the Work within the required performance period.

If the Contractor fails to achieve completion of all Work required under the contract within thirty-five (35) calendar days following the Notice to Proceed, liquidated damages shall begin to accrue on the thirty-sixth (36th) calendar day and shall continue at the rate specified herein until all contractually required Work has been completed and the vessel is ready for commencement of sea trials as determined by the State.

The State acknowledges that changes to the scope of Work may affect the Contractor's ability to complete the Work within the original contract schedule. Accordingly, each change order shall identify the anticipated impact, if any, on the contract completion date and shall specify any approved extension or modification to the performance period. Any extension of time granted through an approved change order shall revise the contract completion date for purposes of assessing liquidated damages.

SEC. 2.22 SHIPPING DAMAGE

The state will not accept or pay for damaged goods. The contractor must file all claims against the carrier(s) for damages incurred to items in transit from the point of origin to the ultimate destination. The state will provide the contractor with written notice when damaged goods are received. The state will deduct the cost of the damaged goods from the invoice prior to payment. The contractor must file all claims against the carrier(s) for reimbursement of the loss.

SEC. 2.23 CONTRACT CHANGES – UNANTICIPATED AMENDMENTS

During the course of this contract, the contractor may be required to perform additional work. That work will be within the general scope of the initial contract. When additional work is required, the state will provide the

contractor a written description of the additional work and request the contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work. Cost and pricing data must be provided to justify the cost of such amendments per AS 36.30.400.

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

SEC. 2.24 CONTINUING OBLIGATION OF CONTRACTOR

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

SEC. 2.25 BILLING INSTRUCTIONS

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

1. Contractor Name
2. Contract number
3. Invoice number
4. Description of services completed including dates
5. Total invoice amount

Invoices must be billed to the ordering agency's address shown on the individual Purchase Order, Contract Award or Delivery Order. The state will make payment after it receives the goods or services and the invoice. Questions concerning payment must be addressed to the ordering agency.

SEC. 2.26 ESTIMATED QUANTITIES

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

SEC. 2.27 WARRANTY

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

1. if a conflict arises between the supplemental warranty and the warranty in this ITB, the warranty in the ITB will prevail; and

2. if the state's rights are diminished as a result of application of the supplemental warranty, the supplemental warranty will be considered null and void and the ITB warranty will prevail.

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

SEC. 2.28 NONDISCLOSURE AND CONFIDENTIALITY

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

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

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

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

SEC. 2.29 INDEMNIFICATION

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

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

SEC. 2.30 INSURANCE

Without limiting the contractor's indemnification, it is agreed that the contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the contractor's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits.

Certificates of Insurance must be furnished to the procurement officer prior to contract approval and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the contractor's services. All insurance policies shall comply with and be issued by insurers licensed to transact the business of insurance under AS 21.

Proof of insurance is required for the following:

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

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

- Commercial Automobile Liability Insurance: covering all vehicles used by the contractor in the performance of services under this agreement with minimum coverage limits of $300,000 combined single limit per occurrence.

SECTION 3. BID FORMAT AND CONTENT

SEC. 3.01 BID FORMS

Bidders shall use the front page of this ITB, the Bid Submission Cover Sheet, and any other forms identified in this ITB for submitting bids. All bids must be signed by an individual authorized to bind the bidder to the provisions of the ITB.

BIDDER'S CERTIFICATION

By signature on the bid, the bidder certifies that they comply with the following:

B. the laws of the State of Alaska;

C. the applicable portion of the Federal Civil Rights Act of 1964;

D. the Equal Employment Opportunity Act and the regulations issued thereunder by the state and federal government;

E. the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the state and federal government and certifies that programs, services, and activities provided to the general public on behalf of the State under a contract resulting from this solicitation comply with the Americans with Disabilities Act of 1990, 28 CFR, Part 35, Subpart B 35.130;

F. all terms and conditions set out in this ITB;

G. the price(s) submitted was arrived at independently arrived and without collusion, under penalty of perjury; and

H. that the bid will remain open and valid for at least 90 days.

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

CONFLICT OF INTEREST

Each bid shall include a statement indicating whether the company or any individuals working on the contract has a possible conflict of interest (e.g., currently employed by the State of Alaska or formerly employed by the State of Alaska within the past two years) and, if so, the nature of that conflict. The procurement officer reserves the right to **consider a bid non-responsive and reject it** or cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the contract to be performed by the bidder.

SEC. 3.02 BID BOND – PERFORMANCE BOND – SURETY DEPOSIT

Bid Bond

Bidders must obtain a bid bond and submit it with the bid. The amount of the bid bond for this contract is 5% of the Contractors bid amount**.** If a bidder is selected to receive the contract and fails to negotiate or fails to deliver

a fully executed contract after negotiation, the bid bond will be immediately forfeited to the state. The time limit for negotiation or delivery of a contract is 14-days from the date the bidder receives notice from the procurement officer. bids submitted without a bid bond will be rejected.

Performance Bond

Bidders must obtain a letter of commitment for a performance bond from a bonding company and submit it with the bid. The amount of the performance bond must be equal to the entire dollar value of a bidder's offer, for the full term of the contract. If the contractor fails to satisfactorily perform the contract, the bonding company that provided the performance bond will be required to obtain timely performance of the contract. The actual performance bond must be obtained from the bonding company and provided to the state within 30-days of the date of award of the contract. A bidder's failure to provide the performance bond, within the required time, will cause the state to reject the bid or cancel the contract.

Surety Deposit

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

SEC. 3.03 PRICES

The bidder shall state prices in the units of issue on this ITB. Prices quoted in bids must be exclusive of federal, state, and local taxes. If the bidder believes that certain taxes are payable by the state, the bidder may list such taxes separately, directly below the bid price for the affected item.

Section 3.04 Build America Buy America

SECTION 4. EVALUATION AND CONTRACTOR SELECTION

SEC. 4.01 EVALUATION OF BIDS

After bid opening, the procurement officer will evaluate the bids for responsiveness and responsibility. Bids deemed non-responsive or non-responsible will be eliminated from further consideration. An evaluation may not be based on discrimination due the race, religion, color, national origin, sex, age, marital status, pregnancy, parenthood, disability, or political affiliation of the bidder.

SEC. 4.02 APPLICATION OF PREFERENCES

Certain preferences apply to all state contracts, regardless of their dollar value. The Alaska Bidder and Alaska Veteran preferences are the most common preferences involved in the ITB process. Additional preferences that may apply to this procurement are listed below. Guides that contain excerpts from the relevant statutes and codes, explain when the preferences apply and provide examples of how to calculate the preferences are available at the following website:

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

- Alaska Military Skills Program Preference – AS 36.30.321(l)
- Alaska Products Preference - AS 36.30.332
- Recycled Products Preference - AS 36.30.337
- Local Agriculture and Fisheries Products Preference - AS 36.15.050
- Employment Program Preference - AS 36.30.321(b)
- Alaskans with Disabilities Preference - AS 36.30.321(d)

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

SEC. 4.03 ALASKA BIDDER PREFERENCE

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

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

2) submits a bid for goods or services under the name appearing on the bidder's current Alaska business license;

3) has maintained a place of business within the state staffed by the bidder, or an employee of the bidder, for a period of six months immediately preceding the date of the bid;

4) is incorporated or qualified to do business under the laws of the state, is a sole proprietorship and the proprietor is a resident of the state, is a limited liability company (LLC) organized under AS 10.50 and all members are residents of the state, or is a partnership under AS 32.06 or AS 32.11 and all partners are residents of the state; and

5) if a joint venture, is composed entirely of ventures that qualify under (1)-(4) of this subsection.

Alaska Bidder Preference Certification Form
To receive the Alaska Bidder Preference, the bid must include the Alaska Bidder Preference Certification Form attached to this ITB. A bidder does not need to complete the Alaska Veteran Preference questions on the form if not claiming the Alaska Veteran Preference. A bidder's failure to provide this completed form with their bid will cause the state to disallow the preference.

SEC. 4.04 ALASKA VETERAN PREFERENCE

An Alaska Veteran Preference of 5%, not to exceed $5,000, will be applied to the total bid price. The preference will be given to a bidder who qualifies under AS 36.30.990(2) as an Alaska Bidder and is a:

a) sole proprietorship owned by an Alaska veteran;

b) partnership under AS 32.06 or AS 32.11 if a majority of the partners are Alaska veterans;

c) limited liability company organized under AS 10.50 if a majority of the members are Alaska veterans; or

d) corporation that is wholly owned by individuals, and a majority of the individuals are Alaska veterans.

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

Alaska Veteran Preference Certification
To receive the Alaska Veteran Preference, the bid must include the Alaska Bidder Preference Certification Form attached to this ITB. A bidder's failure to provide this completed form with their bid will cause the state to disallow the preference.

SEC. 4.05 ALASKA MILITARY SKILLS PROGRAM PREFERENCE

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

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

members or spouses of service members that offers civilian work experience through specific industry training, pre-apprenticeships, registered apprenticeships, or internships during the last 180 days before a service member separates or retires from the service; or

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

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

Alaska Military Skills Program Preference Certification

In order to receive the Alaska Military Skills Program Preference, the bid must include the Alaska Bidder Preference Certification Form attached to this ITB. A bidder's failure to provide this completed form with their bid will cause the state to disallow the preference.

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

SEC. 4.06 USE OF LOCAL FOREST PRODUCTS

In a project financed by state money in which the use of timber, lumber and manufactured lumber is required, only timber, lumber and manufactured lumber products originating in this state from Alaska forests shall be used unless the use of those products has been determined to be impractical, in accordance with AS 36.15.010 and AS 36.30.322.

SEC. 4.07 LOCAL AGRICULTURAL AND FISHERIES PRODUCT PREFERENCE

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

SEC. 4.08 ALASKA PRODUCT PREFERENCE

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

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

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

Products are classified in one of three categories:

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

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

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

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

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

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

SEC. 4.09 EMPLOYMENT PROGRAM PREFERENCE

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

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

SEC. 4.10 ALASKANS WITH DISABILITIES PREFERENCE

If a bidder qualifies for the Alaska Bidder Preference and is a qualifying entity as defined in AS 36.30.321(d), an Alaskans with Disabilities Preference of 10% will be applied to the total bid price.

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

SEC. 4.11 PREFERENCE QUALIFICATION LETTER

Regarding the Employment Program Preference and the Alaskans with Disabilities Preference, the Division of Vocational Rehabilitation in the Department of Labor and Workforce Development maintains lists companies who qualify for those preferences. As evidence of a company's right to the preferences, the Division of Vocational Rehabilitation will issue a certification letter. To take advantage of the preferences, a bidder must be on the appropriate Division of Vocational Rehabilitation list at the time the bid is opened and must attach a copy of their certification letter to their bid. The bidder's failure to provide this certification letter with their bid will cause the state to disallow the preference.

SEC. 4.12 EXTENSION OF PRICES

In case of error in the extension of prices in the bid, the unit prices will govern; in a lot bid, the lot prices will govern.

SEC. 4.13 METHOD OF AWARD

Award will be made to the lowest responsive and responsible bidder. To be considered responsive, bidders must bid on all items.

SEC. 4.14 CONTRACTOR SELECTION PROCESS

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

SEC. 4.15 NOTICE OF INTENT TO AWARD

After the responses to this ITB have been opened and evaluated, a tabulation of the bids will be prepared. This tabulation, called a Notice of Intent to Award, serves two purposes. It lists the name of each company or person

that offered a bid and the price they bid. It also provides notice of the state's intent to award a contract(s) to the bidder(s) indicated. A copy of the Notice of Intent will be sent to each company or person who responded to the ITB. Bidders identified as the apparent low responsive bidders are instructed not to proceed until a Purchase Order, Contract Award, Lease, or some other form of written notice is given by the procurement officer. A company or person who proceeds prior to receiving a Purchase Order, Contract Award, Lease, or some other form of written notice from the procurement officer does so without a contract and at their own risk.

SECTION 5. GENERAL PROCESS AND LEGAL INFORMATION

SEC. 5.01 INFORMAL DEBRIEFING

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

SEC. 5.02 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES

Prior to the award of a contract, a bidder must hold a valid Alaska business license. However, to receive the Alaska Bidder Preference and other related preferences, such as the Alaska Veteran Preference and Alaskans with Disabilities Preference, a bidder must hold a valid Alaska business license prior to the deadline for receipt of bids. Bidders should contact the **Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing, PO Box 110806, Juneau, Alaska 99811-0806**, for information on these licenses. Acceptable evidence that the bidder possesses a valid Alaska business license may consist of any one of the following:

- copy of an Alaska business license,
- certification on the bid that the bidder has a valid Alaska business license and has included the license number in the bid,
- a canceled check for the Alaska business license fee,
- a copy of the Alaska business license application with a receipt stamp from the state's occupational licensing office, or
- a sworn and notarized statement that the bidder has applied and paid for the Alaska business license.

You are not required to hold a valid Alaska business license at the time bids are opened if you possess one of the following licenses and are offering services or supplies under that specific line of business:

- fisheries business licenses issued by Alaska Department of Revenue or Alaska Department of Fish and Game,
- liquor licenses issued by Alaska Department of Revenue for alcohol sales only,
- insurance licenses issued by Alaska Department of Commerce, Community and Economic Development, Division of Insurance, or
- Mining licenses issued by Alaska Department of Revenue.

Prior the deadline for receipt of bids, all bidders must hold any other necessary applicable professional licenses required by Alaska Statute.

SEC. 5.03 AUTHORITY

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

SEC. 5.04 COMPLIANCE

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

SEC. 5.05 SUITABLE MATERIALS, ETC.

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

SEC. 5.06 SPECIFICATIONS

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

SEC. 5.07 BRAND SPECIFIC

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

SEC. 5.08 ITEM UPGRADES

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

SEC. 5.09 WORKMANSHIP AND MATERIALS

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

SEC. 5.10 CONTRACTOR SITE INSPECTION

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

SEC. 5.11 ORDER DOCUMENTS

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

SEC. 5.12 HUMAN TRAFFICKING

By signature on their bid, the bidder certifies that the bidder is not established and headquartered or incorporated and headquartered in a country recognized as Tier 3 in the most recent United States Department of State's Trafficking in Persons Report.

The most recent United States Department of State's Trafficking in Persons Report can be found at the following website: http://www.state.gov/j/tip/

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

SEC. 5.13 RIGHT OF REJECTION

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

Bidders may not qualify the bid nor restrict the rights of the state. If a bidder does so, the procurement officer may determine the bid to be a non-responsive counteroffer and the bid may be rejected.

Minor informalities that:

- do not affect responsiveness,
- are merely a matter of form or format,
- do not change the relative standing or otherwise prejudice other bidders,
- do not change the meaning or scope of the ITB,
- are trivial, negligible, or immaterial in nature,

- do not reflect a material change in the work, or
- do not constitute a substantial reservation against a requirement or provision,

may be waived by the procurement officer.

The state reserves the right to refrain from making an award if it is determined to be in the state's best interest. **A bid from a debarred or suspended bidder shall be rejected.**

SEC. 5.14 STATE NOT RESPONSIBLE FOR PREPARATION COSTS

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

SEC. 5.15 DISCLOSURE OF BID CONTENTS

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

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

b. if the nondisclosure is challenged, the bidder fulfills its commitment to explain, including with affidavits and briefs, how each authority applies to the information marked confidential.

7. The State will only notify a bidder of a request for the Record and of a planned release if the bidder undertook each protective measure, but the State disagrees that the marked information is protected. If there is such a disagreement, then before releasing the Record, the State will, to the extent permitted by Law and practicable, notify the bidder that it will disclose the information unless the bidder convinces the State not to or obtains an order prohibiting disclosure.

SEC. 5.16 ASSIGNMENTS

Per 2 AAC 12.480, the contractor may not transfer or assign any portion of the contract without prior written approval from the procurement officer. Bids that are conditioned upon the state's approval of an assignment will be rejected as non-responsive.

SEC. 5.17 FORCE MAJEURE (IMPOSSIBILITY TO PERFORM)

The parties to a contract resulting from this ITB are not liable for the consequences of any failure to perform, or default in performing, any of its obligations under the contract, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the respective party.

For the purposes of this ITB, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.

SEC. 5.18 DEFAULT

In case of default by the contractor, for any reason whatsoever, the state may procure the goods or services from another source and hold the contractor responsible for any resulting excess cost and may seek other remedies under law or equity.

SEC. 5.19 DISPUTES

If the contractor has a claim arising in connection with the contract that it cannot resolve with the state by mutual agreement, it shall pursue the claim, if at all, in accordance with the provisions of AS 36.30.620 – AS 36.30.632.

SEC. 5.20 SEVERABILITY

If any provision of the contract or agreement is found to be invalid or declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and the rights and obligations

of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.

SEC. 5.21 CONTRACT CANCELLATION

1) The state reserves the right to cancel the contract at its convenience upon **15** calendar days written notice to the contractor. The state is only liable for payment in accordance with the payment provisions of this contract for supplies or services provide before the effective date termination.

2) By signature on their bid, the bidder certifies that they will not support or participate in a boycott of the State of Israel. Failure to comply with this requirement may cause the state to reject the bid as non-responsive or cancel the contract.

SEC. 5.22 GOVERNING LAW; FORUM SELECTION

A contract resulting from this ITB is governed by the laws of the State of Alaska. To the extent not otherwise governed by Section 5.15 of this ITB, any claim concerning the contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

SEC. 5.23 QUALIFIED BIDDERS

Per 2 AAC 12.875, unless provided for otherwise in the ITB, to qualify as a bidder for award of a contract issued under AS 36.30, the bidder must:

1) Add value in the contract by actually performing, controlling, managing, or supervising the services to be provided; or

2) Be in the business of selling and have actually sold on a regular basis the supplies that are the subject of the ITB.

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

SEC. 5.24 FEDERALLY IMPOSED TARIFFS

Changes in price (increase or decrease) resulting directly from a new or updated federal tariff, excise tax, or duty, imposed after contract award may be adjusted during the contract period or before delivery into the United States via contract amendment.

- **Notification of Changes:** The contractor must promptly notify the procurement officer in writing of any new, increased, or decreased federal excise tax or duty that may result in either an increase or decrease in the contact price and shall take appropriate action as directed by the procurement officer.

- **After-imposed or Increased Taxes and Duties:** Any federal excise tax or duty for goods or services covered by this contract that was exempted or excluded on the contract award date but later imposed on the

contractor during the contract period, as the result of legislative, judicial, or administrative action may result in a price increase provided:

a) The tax or duty takes effect after the contract award date and isn't otherwise addressed by the contract.

b) The contractor warrants, in writing, that no amount of the newly imposed federal excise tax or duty or rate increase was included in the contract price, as a contingency or otherwise.

- **After-relieved or Decreased Taxes and Duties:** The contract price shall be decreased by the amount of any decrease in federal excise tax or duty for goods or services under the contract, except social security or other employment taxes, that the contractor is required to pay or bear, or does not obtain a refund of, through the contractor's fault, negligence, or failure to follow instructions of the procurement officer.

- **State's Ability to Make Changes:** The state reserves the right to request verification of federal excise tax or duty amounts on goods or services covered by this contract and increase or decrease the contract price accordingly.

- **Price Change Threshold:** No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds $250.

SEC. 5.25 PROTEST

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

An interested party is defined in 2 AAC 12.990(a) (7) as "an actual or prospective bidder or bidder whose economic interest might be affected substantially and directly by the issuance of a contract solicitation, the award of a contract, or the failure to award a contract."

If an interested party wishes to protest the content of a solicitation, the protest must be received, in writing, by the procurement officer at least ten days prior to the deadline for receipt of bids.

AS 36.30.560 also provides that an interested party may protest the award of a contract or the proposed award of a contract.

If a bidder wishes to protest the award of a contract or the proposed award of a contract, the protest must be received, in writing, by the procurement officer within ten days after the date the Notice of Intent to Award the contract is issued.

A protester must have submitted a bid to have sufficient standing to protest the proposed award of a contract. Protests must include the following information:

- the name, address, and telephone number of the protester,
- the signature of the protester or the protester's representative,
- identification of the contracting agency and the solicitation or contract at issue,

- a detailed statement of the legal and factual grounds of the protest including copies of relevant documents, and
- the form of relief requested.

Protests filed by telex or telegram are not acceptable because they do not contain a signature. Fax copies containing a signature are acceptable.

The procurement officer will issue a written response to the protest. The response will set out the procurement officer's decision and contain the basis of the decision within the statutory time limit in AS 36.30.580. A copy of the decision will be furnished to the protester by certified mail, fax or another method that provides evidence of receipt.

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

SECTION 6. ATTACHMENTS

SEC. 6.01 ATTACHMENTS

Attachments:

1) ITB Cover Sheet
2) Bid Schedule
3) Standard Agreement form w/ Appendix B
4) Appendix F – Federal Debarment
5) Scope of Work References
6) Material Origins Certificate Form
7) ADF&G BABA Appendix

ATTACHMENT 1
Bid Submission Cover Sheet

PROJECT INFORMATION

ITB NUMBER: 2027-1100-0088

PROJECT NAME: RV Medeia Shipyard Services FY27

BIDDER INFORMATION

Company Name: _____

Address: _____

Tax ID: _____

Alaska Business License #: _____

CONTACT INFORMATION

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

Name _____

Title _____

Address _____

Email _____

Telephone _____

ADDENDA ACKNOWLEDGEMENT

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

Number	Initials & Date

Number	Initials & Date

Number	Initials & Date

CERTIFICATIONS

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

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

Number	Clarification

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 bid non-responsive and reject it or cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity services to be provided by the bidder.

Does the bidder, or any individuals that will work on this contract, have a possible conflict of interest? ** Failure to answer may be grounds for disqualification.*	☐ YES ☐ NO

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

FEDERAL REQUIREMENTS

Indicate below all known federal requirements that apply to the bid, it's evaluation, or the resulting 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 bid must be signed by a company officer empowered to bind the company.

Printed Name _____

Title _____

Date _____

Signature _____

ALASKA BIDDER PREFERENCE CERTIFICATION FORM
AS 36.30.321 (A) / AS 36.30.990 (2)

Solicitation Number	
Project Description	
Business Name	
Alaska Business License Number	

A signed copy of this form must be included with your bid or proposal no later than the deadline set for receipt of bids or proposals.

If you are submitting a bid or proposal as a **JOINT VENTURE**, all members of the joint venture must complete and submit this form before the deadline set for receipt of bids or proposals. AS 36.30.990(2)(E)

If the procuring agency is unable to verify a response, the preference may not be applied. Knowingly or intentionally making false or misleading statements on this form, whether it succeeds in deceiving or misleading, constitutes misrepresentation per AS 36.30.687 and may result in criminal penalties.

SIGNATURE

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

Printed Name:	
Title:	
Date:	
Signature:	

Alaska Bidder Preference: Do you believe your firm qualifies for the Alaska Bidder Preference?	□ Yes □ No
Alaska Veterans Preference: Do you believe your firm qualifies for the Alaska Veteran Preference?	□ Yes □ No
Alaska Military Skills Program Preference: Do you believe your firm qualifies for the Alaska Military Skills Program Preference?	□ Yes □ No

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

Alaska Bidder Preference Questions

1	Does your business hold a current Alaska business license per AS 36.30.990(2)(A)?	□ Yes □ No
2	Is your business submitting a bid or proposal under the name appearing on the Alaska Business license identified above? Per AS36.30.990 (2)(B)?	□ 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 the answer to question 3 is YES, complete the following:

Physical Place of Business Address	
City	
Zip Code	

"**Place of business**" is defined as a location at which normal business activities are conducted, services are rendered, or goods are made, stored, or processed; a post office box, mail drop, telephone, or answering service does not, by itself, constitute a place of business per 2 AAC 12.990(b)(3).

Do you certify the Place of Business identified above meets this definition?	□ Yes □ No

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

1	Do you certify the bidder or offeror, or, at least one employee of the bidder or offeror is physically present in the state with the intent to remain in Alaska indefinitely and to make a home in the state per AS 16.05.415(a)(2)?	□ Yes □ No
2	Do you certify the resident(s) used to meet this requirement has maintained a domicile in Alaska for the 12 months immediately preceding the deadline set for receipt of bids or proposals per AS 16.05.415(a)(2)?	□ Yes □ No
3	Do you certify the resident(s) used to meet this requirement is only claiming residency in Alaska per AS 16.05.415(a)(3)?	□ Yes □ No
4	Do you certify the resident used to meet this requirement is not obtaining benefits under a claim of residency in another state, territory, or country per As 16.05.415 (a)(4)?	□ Yes □ No

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

1	Incorporated or qualified to do business under the laws of the state?	□ Yes □ No
If yes, enter the current Alaska Corporate Entity Number:		

Indicate below how your business is organized:

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

Alaska Veterans Preference Questions:

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

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

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

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

A. Served in the:
   a. Armed forces of the United States, including a reserve unit of the United States armed forces ; or
   b. Alaska Territorial Guard, The Alaska Army National Guard, the Alaska Air Nations Guards, or the Alaska Naval Militia; and,

B. Was separated from services under a condition that was not dishonorable.

4	Do you certify the individual(s) indicated in items 1-4 above meet this definition and can provide documentation of their service and discharge in necessary?	□ Yes □ No

Alaska Military Skills Program Preference Questions

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

Per 36.30.321(I), does your business:

1	Employ at least one person who is enrolled in, or within the past two years, graduated from, a United States Department of Defense SkillBridge or United States Army career skills program that offers civilian work experience through specific industry training, pre-apprenticeships, registered apprenticeships, or internships during the last 180 days before a service member separates or retires from the service; or	□ Yes □ No
2	Have an active partnership with an entity that employs an apprentice through a program described in item 1 above?	□ Yes □ No
3	Have proof of an employee's graduation or enrollment in a qualified program as described in 1. above?	□ Yes □ No

Attachment 2 – Bid Schedule

ALASKA DEPARTMENT OF FISH AND GAME

ITB # 2027-1100-0088 | R/V Medeia Shipyard Services 2027

BID SCHEDULE — Bidder shall enter a fixed price for each work item. All prices include labor, materials & equipment in U.S. Dollars. Owner-supplied material is identified in the Scope of Work and is excluded from bid prices.

Item #	Work Item Description	Bid Price (USD)
SECTION 1: DRY DOCKING & MOBILIZATION		
1	Dry Docking (haul out, blocking, undocking, gangway, shore power, safe lay berth; incl. all block shifts and temporary supports to clear the aft keel channel sections for Work Item 14)	$
SECTION 2: HULL CLEANING		
2	Power Wash / Scrape Hull (fresh water, ≥3000 PSI, keel to wheelhouse, incl. sea chest & sonar tube)	$
SECTION 3: SEA CHEST, STRAINER & VALVES		
3	Sea Chest, Strainer and Valves (disassemble, inspect, replace packing/disc rubbers/gaskets; replace 1¼" & 1½" gate valves and nipples; paint interior)	$
SECTION 4: ZINCS		
4.1	Install (27) Z-22 Hull Zincs	$
4.2	Install (12) Z-19 Zincs	$
4.3	Install (2) Z-4 Zincs — (1) sea chest + (1) on hull at fwd end of keel cooler	$
4.4	Install (1) KK-2 Keel Cooler Zinc (aft end of keel cooler)	$
4.5	Install (4) Z-22 Rudder Zincs	$
	TOTAL — Work Item #4 Zincs	**$**
SECTION 5: RUDDER REMOVAL, INSPECTION, STOCKS & FLANGES		
5.1	Remove, Inspect, and Re-install Rudder Stocks and Flanges (incl. shoes, tiller arms; reassembly & steering system test)	$
5.2	Replace Lower Bearing on Port Rudder Stock with New	$
5.3	Replace Upper Bearing on Port Rudder Stock with New	$
5.4	Replace Lower Bearing on Starboard Rudder Stock with New	$
	TOTAL — Work Item #5 Rudders	**$**
SECTION 6: PAINT		
6.1	Keel to Waterline — Underwater Hull (anti-corrosive primer + anti-fouling, ~2,264 sq ft; incl. anti-fouling finish over Work Item 14 areas)	$
6.2	D-Rail / Waterline to Top of Freeboard — Outboard & Inboard Profile (prep, prime, topcoat, ~2,800 sq ft)	$
6.3	Mast (prep, prime, topcoat, ~200 sq ft)	$

Attachment 2 – Bid Schedule

Item #	Work Item Description	Bid Price (USD)
6.4	Main Deck Aft True Deck (remove/replace false deck panels, prep, prime, topcoat, ~1,400 sq ft)	$
6.5	Shaft Tubes (sealer, primer, anti-fouling, ~100 sq ft)	$
6.6	Stuffing Boxes (prep and paint)	$
6.7	Rudder Post Tubes (interior prep and anti-fouling, ~24 sq ft)	$
6.8	Tiller Arms (prep, prime, topcoat, ~20 sq ft)	$
6.9	Vessel's Markings (name, hailing port, draft marks — PSX 700 topcoat)	$
6.10	Bait Freezer Hatches, P&S (2 hatches w/ coamings, ~62"×47" each; spot prep to SP15, spot prime, 2 coats PSX 700; dogs & hinges freed and greased)	$
	TOTAL — Work Item #6 Paint	**$**
SECTION 7: PROPELLER, TAIL SHAFTS, BEARINGS & GLANDS		
7.1	Propeller Removal and Inspection (deliver to prop shop, written report)	$
7.2	Fit and Installation of New (Owner-supplied) Propellers to Tailshafts	$
7.3	Tailshaft Removal, Inspection, and Installation (couplings, dye penetrant, new packing, spare rings)	$
7.4	Replace Starboard Stern Tube Cutlass Bearing with New	$
	TOTAL — Work Item #7 Propulsion	**$**
SECTION 8: REPLACE WALTER KEEL COOLER		
8	Replace Walter Keel Cooler (remove existing, install Owner-supplied unit, pressure test)	$
SECTION 9: SHELL PLATE REPLACEMENT		
9	Replace Shell Plate in Starboard Cofferdam (~42"×22"; cut, fit, weld, leak test, paint; sequenced after removal of the aft stbd keel channel section under Item 14.1 — no keel channel work or coolant)	$
SECTION 10: SERVICE MSDS		
10	Service USCG Type II Marine Sanitation Device System (Headhunter TidalWave TW-200LP)	$
SECTION 11: ULTRASONIC THICKNESS TESTING		
11	Ultrasonic Thickness Testing — Hull Shell Plating & High Corrosion Areas, incl. bottom shell in way of removed channel sections and baseline readings on retained channels (ABS standards, certified tech, full report)	$
SECTION 12: CRANE STATIC LOAD TEST & TORQUE TEST		
12.1	Crane Static Load Test (Model 1240K, 10-ton knuckle boom, ASME B30.8, visual inspection & report)	$
12.2	Torque Test Pedestal and Turret Cap Screws (24 turret @ 1,000 ft-lbs, 28 pedestal @ 900 ft-lbs, written report)	$
	TOTAL — Work Item #12 Crane	**$**

Attachment 2 – Bid Schedule

Item #	Work Item Description	Bid Price (USD)
SECTION 13: CLAD WELD		
13	Clad Weld Diminished Areas — 4 Areas in Engine Room Shell Plate (Areas 1–4, fire watch, paint; coordinate with Item 14.1)	$
SECTION 14: MAIN ENGINE KEEL COOLER CONVERSION (REPOWER PREPARATION)		
14.1	Remove Aft Sections of Keel Channel Coolers, P&S (~18 ft per side, aft end fwd to ~fr. 33; drain ~600 gal coolant & dispose; cut off, grind fair, blank ER penetrations, repair shell, leak test; weigh & photograph removed pieces and report weight/length/frame range; weld end caps on retained channels; 1" vent standpipe w/ sight tube & level mark above waterline, 3/4" drain/sample valve in ER; flush, 15 psi test, fill retained channels w/ 50% inhibited propylene glycol (~110 gal each, Contractor-supplied); prep & prime)	$
14.2	Install New Keel Coolers, P&S — (4) Owner-supplied units: (2) jacket water + (2) future aftercooler (shell penetrations, 3" flanged thru-hulls, lug butterfly shell valves, Sch 80 pipe, manufacturer SS mounting hardware, dielectric isolation, vendor anodes, penetration test, as-built markup)	$
14.3	Fabricate and Install Keel Cooler Guards, P&S (A36 flat bar / round bar, ~17 ft each, ½" plate tapered ends, L4×4×½ struts, fully welded — no bolted connections; access to cooler penetration bolts and anodes with guard in place; (2) 23-lb zincs per guard, prep & paint)	$
14.4	Engine Room Piping to Existing 16V-92 Mains, P&S (carbon steel pipe/fittings/150# flanges per Dwg 14-1 material schedule, isolation valves, flex connections, takedown joints, ASTM F708 hangers, drains/vents, expansion tank per circuit w/ low-level switch tied to ship's alarm; fill future aftercooler coolers w/ 50% EG and blind-flange at isolation valves)	$
14.5	Flush, Fill, Pressure Test, and Trials (flush & pressure test per manufacturer, fill JW circuits w/ Owner-supplied Power Cool 2000 mix, bleed, dockside verification, JW temperature log during Item 7.3.5 sea trial, written reports)	$
	TOTAL — Work Item #14 Keel Cooler Conversion	**$**
SECTION 15: INSULATION RESISTANCE (MEGGER) TESTING		
15	Insulation Resistance (Megger) Testing — distribution & machinery per IEEE 43 / NFPA 70B, full report vs. 2023 baseline	$
SECTION 16: INSPECT BALLAST TANKS		
16	Inspect Ballast Tanks (5 tanks, confined space; spot prep/paint ~100 sq ft; UT & clad weld ~10"×10" allowance)	$
SECTION 17: INSTALL CADYMA KNIFE CUTTERS		
17	Install Cadyma Knife Cutters (both shafts, model 203021F, coordinate with Work Item 7)	$
SECTION 18: TARIFFS AND ASSOCIATED FEES		
18	Provide the total dollar amount of any known tariffs, duties, import fees, surcharges, or similar charges that are included in and will impact the Bid Price for this project as of the Bid Due Date.	$

Attachment 2 – Bid Schedule

Item #	Work Item Description	Bid Price (USD)
TOTAL BID PRICE — ALL WORK ITEMS (Items 1–17):		**$**
CONTINGENT ITEMS — PRICED SEPARATELY; NOT PART OF THE BASE BID AND NOT INCLUDED IN THE TOTAL BID PRICE		
C-1	CONTINGENT — Stability Test (Inclining Experiment) and Updated Stability Report, by Contractor-designated naval architect approved by Owner (ASTM F1321; test procedure, certified weights, crane, berth, instruments, personnel; inclining report + updated stability report incl. trawl gantry and Work Item 14 changes). Exercised only by Owner change order; no payment if not exercised.	$

Notes: Items 14.1 through 14.5 are priced separately so that quantities differing from the bidding assumptions in Scope of Work Item 14.3 can be adjusted by change order against the affected sub-item. The forward sections of the keel channel coolers are retained in place under Item 14.1; no fuel tank work is included in this ITB. Contingent Item C-1 shall be priced but is not part of the base bid, is not included in the Total Bid Price, and is added to the contract only by written change order at the Owner's sole option. Drawing 14-1 (Elliott Bay Design Group 26075-256-2) is referenced by Scope of Work Items 9, 14, and C-1; the revision included in the ITB package governs.

STANDARD CONTRACT FORM

Goods and Non-Professional Services

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

1. Agency Contract Number	2. Contract Title	3. Agency Fund Code	4. Agency Appropriation Code

5. Vendor Number	6. IRIS GAE Number (if used)	7. Alaska Business License Number

This contract is between the State of Alaska,

8. Department of	Division	hereafter the State, and

9. Contractor

hereafter the Contractor

Mailing Address	Street or P.O. Box	City	State	ZIP+4

10.

ARTICLE 1. Appendices: Appendices referred to in this contract and attached to it are considered part of it.

ARTICLE 2. Performance of Contract:

2.1 Appendix A (General Conditions), Items 1 through 19, govern contract performance.
2.2 Appendix B sets forth the indemnification and insurance provisions of this contract.
2.3 Appendix C sets forth the scope of work/services to be performed by the contractor.

ARTICLE 3. Period of Performance: The period of performance for this contract begins _____, and ends _____.

ARTICLE 4. Considerations:

4.1 In full consideration of the contractor's performance under this contract, the State shall pay the contractor a sum not to exceed $___ _____ in accordance with the provisions of Appendix D.
4.2 When billing the State, the contractor shall refer to the Agency Contract Number and send the billing to:

11. Department of	Attention: Division of
Mailing Address	Attention:

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

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

APPENDIX A
GENERAL CONDITIONS

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

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

3. **Disputes:**
If the contractor has a claim arising in connection with the contract that it cannot resolve with the State by mutual agreement, it shall pursue the claim, if at all, in accordance with the provisions of AS 36.30.620-AS 36.30.632

4. **Default:**
In case of default by the contractor, for any reason whatsoever, the State of Alaska may procure the goods or services from another source and hold the contractor responsible for any resulting excess cost and may seek other remedies under law or equity.

5. **No Assignment or Delegation:**
The contractor may not assign or delegate this contract, or any part of it, or any right to any of the money to be paid under it, except with the written consent of the Procurement Officer.

6. **No Additional Work or Material:**
No claim for additional supplies or services, not specifically provided in this contract, performed, or furnished by the contractor, will be allowed, nor may the contractor do any work or furnish any material not covered by the contract unless the work or material is ordered in writing by the Procurement Officer.

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

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

9. **Compliance:**
In the performance of this contract, the contractor must comply with all applicable federal, state, and borough regulations, codes, and laws, and be liable for all required insurance, licenses, permits and bonds.

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

11. **Officials Not to Benefit:**
Contractor must comply with all applicable federal or State laws regulating ethical conduct of public officers and employees.

12. **Contract Prices:**
Contract prices for commodities must be in U.S. funds and include applicable federal duty, brokerage fees, packaging, and transportation cost to the FOB point so that upon transfer of title the commodity can be utilized without further cost. Prices for services must be in U.S. funds and include applicable federal duty, brokerage fee, packaging, and transportation cost so that the services can be provided without further cost.

13. **Contract Funding:**
Contractors are advised that funds are available for the initial purchase and/or the first term of the contract. Payment and performance obligations for succeeding purchases and/or additional terms of the contract are subject to the availability and appropriation of funds.

14. **Force Majeure:**
The parties to this contract are not liable for the consequences of any failure to perform, or default in performing, any of their obligations under this Agreement, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the respective party. For the purposes of this Agreement, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the

furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.

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

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

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

18. Termination.

a. The Procurement Officer, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the State. In the absence of breach of contract by the contractor, the State is liable only for payment in accordance with the payment provisions of this contract for services rendered before the effective date of termination.

b. The Procurement Officer may also, by written notice, terminate this contract under Administrative Order 352 if the contractor supports or participates in a boycott of the State of Israel.

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

APPENDIX B[1]
INDEMNITY AND INSURANCE

Article 1. Indemnification

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

Article 2. Insurance

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

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

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

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

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

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

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

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

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

_____

Name and Title of Authorized Representative

_____

Signature Date

Instructions for Certification

1. By signing and submitting this Proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.

2. The certification in this class is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.

3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to whom this Proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "Proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this Proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective recipient of Federal assistance funds agrees by submitting this Proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.

6. The prospective recipient of Federal assistance funds further agrees by submitting this Proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous.
   A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Non-procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

ATTACHMENT 6 - MATERIAL ORIGIN CERTIFICATE

Project Name and Number: RV Medeia Shipyard Services, ITB # 2027-1100-0088

FOREIGN CONSTRUCTION MATERIALS AND PRODUCTS[1]	**COUNTRY OF ORIGIN**	COST[2]

I certify under penalty of law that all construction materials, steel products, and iron products to be furnished for this project are manufactured in the United States, and comply with the requirements of Public Law No. 117-58, Sections 70901-52, 23 CFR 635.410, and Contract subsection 106-1.01, Buy America Provisions; except for those foreign construction materials and products that are listed on this page or on a separate and clearly identified attachment.' The term "manufactured in the United States" is defined in Contract subsection 106-1.01, Buy America Provision.

I certify that I have knowledge that submitting false statements and/or information may result in civil and criminal penalties.

Authorized Corporate Signature

Date

Printed Name

Contractor's Company Name

Position Title

Form 25D-60ADF&G Instructions:

1. Enter "NONE" on the first line if there are no exceptions.
2. Invoice cost for foreign construction materials, steel products, and iron products as delivered to the project including freight.
3. When the Contractor becomes aware of a change from or error in a previously submitted Material Origin Certificate, the Contractor shall submit an updated Material Origin Certificate. The Department of Transportation and Public Facilities shall not accept or approve any Material Origin Certificate over the limit specified in the contract.
4. Attach additional complete form sheets if necessary to include more than one page of materials and products.

ATTACHMENT 7 - APPENDIX A
Build America, Buy America Act

I. Introduction

This Appendix addresses the domestic preference requirements applicable to a contract award on a project that: (1) includes the construction, alteration, maintenance, or repair of public infrastructure in the United States regardless of whether infrastructure is the primary purpose of the project; and (2) has received federal assistance, e.g., a grant, from the U.S. Department of Interior (DOI).

The Appendix is divided into two sections. The first section summarizes the domestic preference requirements of the Build America, Buy America Act (BABA), which the Office of Management and Budget has implemented through regulation found in 2 C.F.R. Part 184. The second section addresses two waivers that may apply to projects that receive funding assistance from DOI. The waivers are DOI's Small Grant Waiver and its De Minimis Waiver.

For ease of reference, the Appendix will refer to the entity that awards the contract as the "Owner" and the entity that receives the contract award as the "Contractor."

II. BABA Requirements

This section summarizes BABA's principal requirements and does not address BABA's every detail. Rather, the Contractor is responsible for reviewing 2 C.F.R. Part 184 and any related materials necessary for it to understand and comply with BABA.

A. Under BABA, the Contractor must comply with the following requirements:

(1) All iron and steel used in the project must be produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) All manufactured products used in the project must be produced in the United States— this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product. (See 2 C.F.R. §184.5 for determining the costs of components of a manufactured product.)

(3) All construction materials must be manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. (See 2 C.F.R. §184.6 for more information on the meaning of "all manufacturing processes" for specific construction materials.)

B. If the Contractor cannot demonstrate that iron, steel, manufactured products, or construction materials used or to be used in the project are "produced in the United States" as required by BABA, then the items are deemed not produced in the United States, or non-domestic.

C. If the Contractor uses non-domestic iron, steel, manufactured products, or construction materials contrary to BABA requirements, then:

(1) At no expense to the Owner, the Contractor shall replace the items with a substitute that complies with BABA and is acceptable to the Owner; and
(2) If circumstances warrant, the Owner may default the Contractor for its noncompliance.

D. Before contract award, the Owner will provide the prospective Contractor with blank copies of the following forms, which must be promptly completed and returned to the Owner:

(1) Certificate of Domestic Preference Compliance Form, which requires the Contractor to itemize all iron, steel, manufactured products, and construction materials to be used in the project; and
(2) De Minimis Register, which is addressed below in the Waiver section of this Appendix.

E. Until the Owner has notified the Contractor in writing that it has accepted the Compliance Form(s) and Register(s) as meeting contract requirements, it forbids the installation of, and will not pay for, iron, steel, manufactured products, or construction materials that are subject to BABA.

III. Waivers

Currently, copies of DOI's Small Grant Waiver and De Minimis Waiver are available through this link: *https://www.doi.gov/grants/BuyAmerica/GeneralApplicabilityWaivers*.

Small Grant Waiver

A. The Small Grant Waiver permits the use of non-domestic iron, steel, manufactured products, and construction materials, which BABA would otherwise prohibit. To qualify for this waiver, a grant must meet the following criteria:

- The total award amount does not exceed the Simplified Acquisition Threshold, which is currently $250,000.00; and
- The award amount is not anticipated to exceed the Simplified Acquisition Threshold for the life of the grant.

B. DOI's Small Grant Waiver expires February 20, 2028.

De Minimis Waiver

A. The De Minimis Waiver provides a limited allowance of non-domestic iron, steel, manufactured products, and construction materials that the Contractor may use in a project that is not eligible for the Small Grant Waiver.

(1) More specifically, the Waiver permits de minimis use of non-domestic iron, steel, manufactured products, and construction materials, where the permitted amount is the lesser of $1,000,000 or 5% of total applicable costs for the project. ''Total applicable project costs'' is defined as the actual cost of iron, steel, manufactured products, and construction materials used in the project that is subject to BABA requirements, including materials and products that are within the scope of an existing waiver.

(2) Stated as a formula, the 5% de minimis figure is derived as follows:

$$\frac{(Total\ cost\ of\ non\text{-}domestic\ iron, steel,\ products, \&materials\ used\ in\ the\ project)}{\left(\begin{array}{c}Total\ cost\ of\ iron, steel, products, and\ materials\ used\ in\ the\ project \\ that\ are\ subject\ to\ BABA\ requirements\end{array}\right)}$$

B. In addition to the completed Certificate of Domestic Preference Compliance Form referenced in section II. D. (1) above, if the prospective Contractor intends to use any non-domestic items in the project, then before contract award it must provide the Owner with a completed De Minimis Register that identifies all non-domestic iron, steel, manufactured products, and construction materials proposed for use in the project. If the Contractor becomes aware of a change from or error in a previously submitted De Minimis Register, it shall promptly submit a corrected Register to the Owner.

C. Until the Owner has notified the Contractor in writing that it has accepted the Certificate of Domestic Preference Compliance Form(s) and the De Minimis Register(s) as meeting contract requirements, it forbids the installation of, and will not pay for, iron, steel, manufactured products, or construction materials that are subject to BABA

D. If the Contractor uses non-domestic iron, steel, manufactured products, or construction materials in the project that exceed the allowance permitted by the De Minimis Waiver, then:

(1) At no expense to the Owner, the Contractor shall replace the iron, steel, manufactured products, or construction materials with a domestic substitute acceptable to the Owner; and
(2) If circumstances warrant, the Owner may default and/or seek debarment of the Contractor for violating BABA's domestic preference requirements.

E. A person who knowingly and willfully makes a materially false, fictitious, or fraudulent statement or representation in connection with a procurement or contract may be subject to civil or criminal sanction in accordance with 18 U.S.C. §1001 and other applicable law.

F. DOI's De Minimis Waiver expires February 20, 2028.

These QR codes access the regulations and statute cited above:

2 C.F.R. Part 184

18 U.S.C. §1001