

INVITATION TO BID

INVITATION NUMBER

2013-1100-1955

RETURN THIS BID TO THE ISSUING OFFICE AT:



Department of Fish and Game
Procurement Office
1255 W 8th
P.O. Box 115526
Juneau, Alaska 99801

ITB TITLE: 22' Aluminum Boat

THIS IS NOT AN ORDER

DATE ITB ISSUED: 5/17/2013

SEALED BIDS MUST BE SUBMITTED TO THE DIVISION OF ADMINISTRATION OFFICE FROM WHICH THEY WERE ISSUED AND MUST BE TIME AND DATE STAMPED BY THE PURCHASING SECTION PRIOR TO 1:30 PM ON 6/13/2013 AT WHICH TIME THEY WILL BE PUBLICLY OPENED.

DELIVERY LOCATION: Petersburg, AK

DELIVERY DATE: 180 Days After Receipt of Order

F.O.B. POINT: FINAL DESTINATION

IMPORTANT NOTICE: If you received this solicitation from the State's "Online Public Notice" web site, you must register with the Procurement Officer listed on this document to receive subsequent amendments. Failure to contact the Procurement Officer may result in the rejection of your offer.

YOU MUST HAVE AN ALASKA BUSINESS LICENSE BEFORE YOU BID, REGARDLESS OF YOUR PHYSICAL LOCATION

BIDDER'S NOTICE: By signature on this form, the bidder certifies that:

- (1) the bidder has a valid Alaska business license and has written the license number below or has submitted one of the following forms of evidence of an Alaska business license 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 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; and
 - all terms and conditions set out in this Invitation to Bid (ITB).

If any bidder fails to comply with (1) or (2) of this paragraph, the State may reject the bid, terminate the contract, or consider the contractor in default.

_____ Dave Mitchell CONTRACTING OFFICER	_____ COMPANY SUBMITTING BID	DOES YOUR BUSINESS QUALIFY FOR THE ALASKA BIDDER'S PREFERENCE? [] YES [] NO
TELEPHONE NUMBER 907-465-4131 ph. 907-465-6181 fax Email: dave_mitchell@fishgame.state.ak.us	_____ AUTHORIZED SIGNATURE	DOES YOUR BUSINESS QUALIFY FOR THE ALASKA VETERAN PREFERENCE? [] YES [] NO
	_____ PRINTED NAME	SEE ITB FOR EXPLANATION OF CRITERIA TO QUALIFY.
	_____ DATE	_____ FEDERAL TAX ID NUMBER
	_____ ALASKA BUSINESS LICENSE NUMBER	_____ TELEPHONE NUMBER

INSTRUCTIONS TO BIDDERS:

1. INVITATION TO BID (ITB) REVIEW: Bidders shall carefully review this ITB for defects and questionable or objectionable material. Bidders' comments concerning defects and questionable or objectionable material in the ITB must be made in writing and received by the purchasing authority at least ten (10) days before the bid opening date. 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. Bidders' original comments should be sent to the purchasing authority listed on the front of this ITB.

2. BID FORMS: Bidders shall use this and attached forms in submitting bids.
A photocopied bid may be submitted.

3. SUBMITTING BIDS: Envelopes containing bids must be sealed, marked, and addressed as shown in the example below. Do not put the ITB number and opening date on the envelope of a request for bid information. Envelopes with ITB numbers annotated on the outside will not be opened until the scheduled date and time.

Bidder's Return Address	Department of Fish and Game Procurement Office 1255 W 8 th St. P.O. Box 112556 Juneau, Alaska 99801 ITB No.: <u>2013-1100-1955</u>
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4. PRICES: The bidder shall state prices in the units of issue on this ITB. Prices quoted for commodities must be in U.S. funds and include applicable federal duty, brokerage fees, packaging, and transportation cost to the FOB point so that upon transfer of title the commodity can be utilized without further cost. Prices quoted for services must be quoted in U.S. funds and include applicable federal duty, brokerage fee, packaging, and transportation cost so that the services can be provided without further cost. Prices quoted 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. The State is exempt from Federal Excise Tax except the following:

- Coal - Internal Revenue Code of 1986 (IRC), Section 4121 - on the purchase of coal;
- "Gas Guzzler" - IRC, Section 4064 - on the purchase of low m.p.g. automobiles, except that police and other emergency type vehicles are not subject to the tax;
- Air Cargo - IRC, Section 4271 - on the purchase of property transportation services by air;
- Air Passenger - IRC, Section 4261 - on the purchase of passenger transportation services by air carriers.

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

6. FILING A PROTEST: A bidder may protest the award of a contract or the proposed award of a contract for supplies, services, or professional services. The protest must be filed in writing and include the following information: (1) the name, address, and telephone number of the protester; (2) the signature of the protester or the protester's representative; (3) identification of the contracting agency and the solicitation or contract at issue; (4) a detailed statement of the legal and factual grounds of the protest, including copies of relevant documents; and (5) the form of relief requested. Protests will be treated in accordance with Alaska Statutes (AS)36.30.560-36.30.610.

CONDITIONS:

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

2. 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; and be liable for all required insurance, licenses, permits and bonds; and pay all applicable federal, state, and borough taxes.

3. SUITABLE MATERIALS, ETC.: Unless otherwise specified, 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.

4. SPECIFICATIONS: Unless otherwise specified in the 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.

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

6. 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.

7. BID PREPARATION COSTS: The State is not liable for any costs incurred by the bidder in bid preparation.

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

9. CONTRACT FUNDING: Bidders 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.

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

11. ASSIGNMENT(S): Assignment of rights, duties, or payments under a contract resulting from this ITB is not permitted unless authorized in writing by the State of Alaska, Department of Fish and Game, Division of Administration. Bids that are conditioned upon the State's approval of an assignment will be rejected as nonresponsive.

12. SUBCONTRACTOR(S): Within five (5) working days of notice, the apparent low bidder must submit a list of the subcontractors that will be used in the performance of the contract. The list must include the name of each subcontractor and the location of the place of business for each subcontractor and evidence of each subcontractor's valid Alaska business license. Subcontractors can only be changed per AS 36.30.115 (b).

13. FORCE MAJEURE: (Impossibility to perform) The contractor is not liable for the consequences of any failure to perform, or default in performing, any of its 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 contractor. 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.

14. LATE BIDS: Late bids are bids received after the time and date set for receipt of the bids. Late bids will not be accepted.

15. CONTRACT EXTENSION: Unless otherwise provided in this ITB, the State and the successful bidder/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. 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.

17. DISPUTES: Any dispute arising out of this agreement shall be resolved under the laws of Alaska. Any appeal of an administrative order or any original action to enforce any provision of this agreement or to obtain any relief from or remedy in connection with this agreement may be brought only in the superior court for the State of Alaska.

18. CONSUMER ELECTRICAL PRODUCT: AS 45.45.910 requires that "...a person may not sell, offer to sell, or otherwise transfer in the course of the person's business a consumer electrical product that is manufactured after August 14, 1990, unless the product is clearly marked as being listed by an approved third party certification program." Electrical consumer products manufactured before August 14, 1990, must either be clearly marked as being third party certified or be marked with a warning label that complies with AS 45.45.910(e). Even exempted electrical products must be marked with the warning label. By signature on this bid the bidder certifies that the product offered is in compliance with the law. A list of approved third party certifiers, warning labels and

additional information is available from: Department of Labor, Labor Standards & Safety Division, Mechanical Inspection Section, P.O. Box 107020, Anchorage, Alaska 99510-7020, (907)269-4925.

19. 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.

SPECIAL CONDITIONS:

1. 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. 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.

2. BILLING INSTRUCTIONS: Invoices must be billed to the ordering agency's address shown on the individual Purchase Order, Contract Award or Delivery Order, not to the Division of General Services. The ordering agency will make payment after it receives the merchandise or service and the invoice. Questions concerning payment must be addressed to the ordering agency.

3. 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.

4. 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.

5. 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 30-day prior notice of cancellation, non-renewal or material change of conditions. 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. Failure to supply satisfactory proof of insurance within the time required will cause the State to declare the bidder non-responsible and to reject the bid.

PREFERENCES:

1. ALASKA BIDDER PREFERENCE: Award will be made to the lowest responsive and responsible bidder after an Alaska bidder preference of five percent (5%) has been applied. The preference will be given to a person who: (1) holds a current Alaska business license; (2) submits a bid for goods or services under the name on the Alaska business license; (3) has maintained a place of business within the state staffed by the bidder, or an employee of the bidder, for a period of six months immediately preceding the date of the bid; (4) is incorporated or qualified to do business under the laws of the state, is a sole proprietorship and the proprietor is a resident of the state, is a limited liability company organized under AS 10.50 and all members are residents of the state, or is a partnership under AS 32.05 or AS 32.11 and all partners are residents of the state; and, (5) if a joint venture, is composed entirely of venturers that qualify under (1) - (4) of this subsection. AS 36.30.170(b).

2. ALASKA VETERAN PREFERENCE: If a bidder qualifies for the Alaska bidder preference, under AS 36.30.170(b), and is a qualifying entity as defined in AS 36.30.175, and is the lowest responsive and responsible bidder they will be awarded an Alaska veteran preference of five percent (5%). The preference will be given to a (1) sole proprietorship owned by an Alaska veteran; (2)

partnership under AS 32.06 or AS 32.11 if a majority of the partners are Alaska veterans; (3) limited liability company organized under AS 10.50 if a majority of the members are Alaska veterans; or (4) corporation that is wholly owned by individuals and a majority of the individuals are Alaska veterans.

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

4. LOCAL AGRICULTURAL AND FISHERIES PRODUCTS PREFERENCE: When agricultural, dairy, timber, lumber, or fisheries products are purchased using state money, only those products harvested in Alaska, or in the case of fisheries products harvested or processed within the jurisdiction of Alaska, will be purchased, provided they are available, of comparable quality, and priced no more than seven percent (7%) higher than products harvested outside the state, or in the case of fisheries products harvested or processed outside the jurisdiction of the state, in accordance with AS 36.15.050.

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

6. EMPLOYMENT PROGRAM PREFERENCE: If a bidder qualifies for the Alaska bidder preference, under AS 36.30.170(b), and is offering goods or services through an employment program, as defined under 36.30.990(10), and is the lowest responsive and responsible bidder with a bid that is no more than fifteen percent (15%) higher than the lowest bid, the procurement officer will make the award to that bidder, in accordance with AS 36.30.170(c) and 2 AAC 12.050.

7. ALASKANS WITH DISABILITIES PREFERENCE: If a bidder qualifies for the Alaska bidder preference, under AS 36.30.170(b), is a qualifying entity as defined in AS 36.30.170(e) and (j), and is the lowest responsive and responsible bidder with a bid that is no more than ten percent (10%) higher than the lowest bid, the procurement officer will make the award to that bidder, in accordance with AS 36.30.170(e).

8. EMPLOYERS OF PEOPLE WITH DISABILITIES PREFERENCE: If a bidder qualifies for the Alaska bidder preference, under AS 36.30.170(b), and, at the time the bid is submitted, employs a staff that is made up of fifty percent (50%) or more people with disabilities, as defined in AS 36.30.170(j), and submits a responsive and responsible bid that is no more than ten percent (10%) higher than the lowest responsive and responsible bid, the procurement officer will make the award to that bidder, in accordance with AS 36.30.170(f).

9. PREFERENCE QUALIFICATION LETTER: Regarding preferences 5, 6, and 7 above, the Division of Vocational Rehabilitation in the Department of Labor and Workforce Development maintains lists of Alaskan; [1] employment programs that qualify for preference, [2] individuals who qualify for preference as Alaskan's with disabilities, and, [3] employers who qualify for preference as employers of people with disabilities. In accordance with AS 36.30.170(j), in order to qualify for one of these preferences, a bidder must add value by actually performing, controlling, managing, and supervising the services provided, or for supplies, a bidder must have sold supplies of the general nature solicited to other state agencies, governments, or the general public.

As evidence of an individual's or a business' right to a certain preference, the Division of Vocational Rehabilitation will issue a certification letter. To take advantage of the preferences 5, 6, or 7 above, an individual or business must be on the appropriate Division of Vocational Rehabilitation list, at the time the bid is opened, and must provide the procurement officer a copy of their certification letter. Bidders must attach a copy of their certification letter to their bid. The bidder's failure to provide the certification letter mentioned above, with their bid, will cause the State to disallow the preference.

COMPLIANCE WITH ADA: By signature of their bid the bidder certifies that they comply with the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government.

Services or activities furnished to the general public on behalf of the State must be fully accessible. This is intended to ensure that agencies are in accordance with 28 CFR Part 35 Section 35.130 and that services, programs or activities furnished to the public through a contract do not subject qualified individuals with a disability to discrimination based on the disability.

PREFERENCE QUALIFICATION: In order to qualify for an Employment Program Preference, an Alaskans with Disabilities Preference or an Employers Of People With Disabilities Preference, a bidder must add value by actually performing, controlling, managing, and supervising the services provided, or a bidder must have sold supplies of the general nature solicited to other state agencies, governments, or the general public.

ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES: At the time the bids are opened, all bidders must hold a valid Alaska business license and any necessary applicable professional licenses required by Alaska Statute. Bids must be submitted under the name as appearing on the person's current Alaska business license in order to be considered responsive. Bidders should contact the Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing, P. O. Box 110806, Juneau, Alaska 99811-0806, for information on these licenses.

Bidders must submit evidence of a valid Alaska business license with the bid. A bidder's failure to submit this evidence with the bid will cause their bid to be determined non-responsive. Acceptable evidence that the bidder possesses a valid Alaska business license may consist of any one of the following:

- (a) copy of an Alaska business license;
- (b) certification on the bid that the offeror has a valid Alaska business license and has included the license number in the proposal (see front page);
- (c) a canceled check for the Alaska business license fee;
- (d) a copy of the Alaska business license application with a receipt stamp from the state's occupational licensing office; or
- (e) a sworn and notarized affidavit that the offeror has applied and paid for the Alaska business license.

You are not required to hold a valid Alaska business license at the time 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.

ALASKA BIDDER PREFERENCE: An Alaska Bidder Preference of five percent will be applied prior to evaluation. The preference will be given to a bidder who:

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

Alaska Bidder Preference Affidavit

In order to receive the Alaska Bidder Preference, the bid must include a statement certifying that the bidder is eligible to receive the Alaska Bidder Preference.

If the bidder is a LLC or partnership as identified in (4) of this subsection, the affidavit must also identify each member or partner and include a statement certifying that all members or partners are residents of the state.

If the bidder is a joint venture which includes a LLC or partnership as identified in (4) of this subsection, the affidavit must also identify each member or partner of each LLC or partnership that is included in the joint venture and include a statement certifying that all of those members or partners are residents of the state.

BIDDERS WITH DISABILITIES: The State of Alaska complies with Title II of the Americans with Disabilities Act of 1990. Individuals with disabilities who may need auxiliary aids, services, and/or special modifications to participate in this procurement should contact the Contracting Officer one of the following numbers no later than 10 days prior to bid opening to make any necessary arrangements.

Telephone: (907) 465-4131
Fax: (907) 465-6181
TDD: (907) 465-3646

COMPLIANCE WITH ADA: By signature of their bid the bidder certifies that they comply with the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government.

Services or activities furnished to the general public on behalf of the state must be fully accessible. This is intended to ensure that agencies are in accordance with 28 CFR Part 35 Section 35.130 and that services, programs or activities furnished to the public through a contract do not subject qualified individuals with a disability to discrimination based on the disability.

PREFERENCE QUALIFICATION: In order to qualify for an Employment Program Preference, an Alaskans With Disabilities Preference or an Employers Of People With Disabilities Preference, a bidder must add value by actually performing, controlling, managing, and supervising the services provided, or a bidder must have sold supplies of the general nature solicited to other state agencies, governments, or the general public.

CONTRACT PERFORMANCE LOCATION: By signature on their bid, the bidder certifies that all services provided under this contract by the contractor and all subcontractors shall be performed in the United States.

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

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

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

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/g/tip/>

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

CONTRACT INTENT: This Invitation to Bid (ITB) is intended to result in the purchase of an Aluminum boat delivered to Petersburg, AK, for the Department of Fish and Game.

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 mailed 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 contracting 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 contracting officer does so without a contract and at their own risk.

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

CONTRACT ADMINISTRATION: The administration of this contract is the responsibility of Dave Mitchell, contracting officer, Department of Fish and Game.

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.

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.

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

Proof of insurance is required for the following:

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.

Failure to supply satisfactory proof of insurance within the time required will cause the state to declare the bidder non-responsible and to reject the bid.

BRAND AND MODEL OFFERED: Unless otherwise specified, when brand names and model numbers are used to specify the type and quality of the goods desired, bidders must clearly indicate the brand names and model numbers they intend to provide. The bidder's failure to identify the brand and model offered will cause the state to consider the offer non-responsive and reject the bid.

ANNOTATED LITERATURE: Bidders must annotate their product literature to identify for the state the location of the supporting information regarding each product specification set out in this ITB. A bidder's failure to comply with this clause, within the time set by the state, will cause the state to consider the offer non-responsive and reject the bid.

SUPPORTING INFORMATION: The state strongly desires that bidders submit all required technical, specification, and other supporting information with their bid, so that a detailed analysis and determination can be made by the contracting officer that the product offered meets the ITB specifications and that other requirements of the ITB have been met. However, 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 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, will cause the state to consider the offer non-responsive and reject the bid.

FIRM, UNQUALIFIED AND UNCONDITIONAL OFFER: Bidders must provide enough information with their bid to constitute a definite, firm, unqualified and unconditional offer. To be responsive a bid must constitute a definite, firm, unqualified and unconditional offer to meet all of 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, for reasons of policy, must be complied with at risk of bid rejection for non-responsiveness.

ALASKA PRODUCT PREFERENCE: Bidders who offer products which have received certification by the Department of Commerce and Economic Development and that are listed in the current published edition of the "Alaska Products Preference List" will receive this preference. In order to qualify for the Alaska Product Preference, a bidder must provide the qualified product on a 100% basis. There are no provisions under Alaska Statutes or regulations that allow for 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 three percent preference.
- * Class II products receive a five percent preference.
- * Class III products receive a seven percent preference.

Bidders must check the correct preference box beneath each line item. When the bids are evaluated, the preference percentage will be deducted from the bid price. If a bidder fails to check one of the product preference boxes, no preference will be given.

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.

ACCESSORIES: When accessories are supplied, they must be certified to be compatible with the rest of the equipment. Certification will be written evidence satisfactory to the state that the accessories are compatible. The bidder's failure to supply this evidence within the time required by the state will cause the state to consider the bid non-responsive and reject the bid.

ALTERATIONS: The contractor must obtain the written approval from the contracting officer prior to making any alterations to the specifications contained in this ITB. The state will not pay for alterations that are not approved in advance and in writing by the contracting officer.

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.

DELIVERY: Indicate, in the space provided under "Bid Schedule", the time required to make delivery after the receipt of an order. Failure to make an entry in the space provided will be construed as an offer to deliver within 180 calendar days after the receipt of an order. Bids that specify deliveries in excess of 180 calendar days after the receipt of an order will be considered non-responsive and the bids will be rejected.

DELIVERY TIME: The elapsed time between the time the state places an order and the time that order is actually shipped from the contractor's place of business must be entered in space provided under "BID SCHEDULE". This processing time is to remain constant throughout the life of the contract(s).

ADVANCE NOTICE OF DELIVERY: The contractor must notify the freight company that delivers the order that the state facility receiving the order requires 24 hours advance notice of delivery.

WARRANTY: The contractor warrants every unit purchased against faulty materials and workmanship for a minimum period of at least 24 months. 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.

PARTS BOOKS AND MAINTENANCE MANUALS: Parts books and maintenance manuals must be provided at the same time that the equipment is delivered. The cost of the parts books and maintenance manuals is to be included in the bid price of the equipment.

REQUIRED MANUALS AND HARDWARE: The items purchased are to be shipped complete with the instructions and hardware required for installation. An operator's manual, maintenance manual, and a maintenance schedule must be included with each item when it is delivered. The cost of the installation hardware and the manuals is to be included in the bid price of the equipment.

BRAND SPECIFIC: Certain items may be designated brand specific. When an item is so designated no substitutions for the brand and model specified will be allowed. In this ITB, The Outboard motors must be Yamaha brand, no substitutions will be allowed.

LEMON CLAUSE: This clause applies to all equipment purchased through this contract. The application period is 12 months 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 four times in any four week period 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.

WORKMANSHIP & 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 finished item. The state will reject any item that does not meet the specifications of the ITB. Rejected items will be returned to the contractor at the contractor's risk and expense.

METHOD OF AWARD: Award will be made as one lot to the lowest responsive and responsible bidder.

INVITATION TO BID 2013-1100-1955 PROJECT DESCRIPTION

The Alaska Department of Fish and Game is seeking bids for an aluminum boat for conducting marine surveys and other research related tasks in Southeast Alaska. Detailed specifications follow:

PROOF OF CONTRACTOR QUALIFICATION

The State requires that the Contractor be qualified to provide the services in the Contract. Qualified contractors must be able to demonstrate more than five years of experience in aluminum vessel fabrication and must provide welding qualifications for the persons welding the vessel. Qualified contractors shall have satisfactorily completed (a) at least 3 boats for government agencies, or (b) 15 or more boats in this general size range and style. The Contractor must also have a suitable fabrication facility that is both sheltered and heated. The State may require the apparent low bidder to provide proof of these qualifications before an order is placed. Failure to provide adequate proof of qualification will result in disqualification of the subject bid and the contractor qualification process will begin again with the next lowest bidder.

QUALITY OF VESSEL DESIGN

The State requires that the vessel design be a high quality, proven design, from a qualified boat designer with more than 5 years experience. "Proven design" means that a substantially similar vessel proposed by the Contractor already exists and is proven in similar service. "High quality" design means that the vessel scantlings are adequately sized and structural members correctly spaced to provide an acceptable level of stress when subjected to design loads. "High quality" also means that the vessel design has features that allow for easy and safe vessel operation and easy vessel maintenance. The State requires that all bidders submit a complete vessel design with their bid. The State may, at its discretion, have the design submitted by the apparent low bidder reviewed by a Professional Naval Architect/Marine Engineer on a pass/fail basis. If the design fails this review the subject bid will be disqualified and the design qualification process will begin again with the next lowest bidder. The design submitted by each bidder must contain the following minimum information:

- 1) Plan view drawing of the arrangement of the Main Deck
- 2) Profile view drawing of vessel
- 3) Arrangement drawing of Cabin

Minimum drawing size is 8 ½" x 11".

QUALITY OF FABRICATION AND INSTALLATION

The State requires that this Vessel be a quality vessel. All work and fabrication procedures must be accomplished to good marine practice. The quality of aluminum welding must meet U.S. Coast Guard standards and the contractor may be required to provide results of relevant and recent weld strength tests for State approval, before the start of construction. All materials installed on the vessel must be suitable for use in the marine environment and shall be chosen to provide strength and extended wear. The Contractor shall not use metal materials other than aluminum or stainless steel without specifically informing the State how the Contractor intends to deal with galvanic corrosion due to dissimilar metals.

QUALITY OF EQUIPMENT AND COMPONENTS

The State requires that all equipment and components installed on the vessel, or provided with the vessel, be of a high quality suitable for service in a marine environment. All equipment and components must have a proven record of successful service, working in a similar marine environment. No first models of any equipment or components shall be installed or provided by the Contractor. Parts and service for all components shall be available in Southeastern, Alaska or elsewhere in the Pacific Northwest.

INSPECTION

At any time during the construction of the vessel, State personnel may visit the Contractor's facility and inspect the progress and quality of the Contractors' work on this project. The Contractor will promptly resolve production defects or issues identified by the State. Failure to promptly resolve production problems will result in a suspension of this Contract and may result in a termination of this contract with no fault to the State.

WARRANTY

The Contractor shall warranty the construction of the vessel, and the proper functioning of all vessel components, for a period of 12 months after the vessel is accepted by the State. Upon notification of a defect, the Contractor shall make a repair, or make arrangements to have a repair made locally (acceptable to the State) to the vessel or vessel component, within two weeks of such notification.

PAYMENT

The State anticipates making a single payment upon acceptance of the vessel in Petersburg, Alaska. Though unlikely, the State may entertain other payment schedules. This decision will be made solely by the State and will have no bearing on contract award. If their request for an alternate schedule is denied, bidders must be willing to accept a single payment. Bids requiring any payment arrangement other than a single payment will be considered nonresponsive.

TECHNICAL SPECIFICATIONS

The following technical specifications identify the State of Alaska, State of Fish and Game, Division of Commercial Fisheries, (the State's) requirements for a new 22-foot welded aluminum research vessel.

PERFORMANCE REQUIREMENTS

The Contractor shall deliver a vessel that meets the following performance requirements:

The boat shall be equipped with a forward cabin providing for reasonable accommodations for 4 to 6 people and gear storage. The aft deck will provide a minimum of 60 inches (length) of clear usable space.

The vessel and its components shall be suitable for operation in Southeast Alaska in all seasons. The vessel must successfully operate in the following environmental conditions: Ambient air temperatures: 80 deg F to 0 deg F, water temperatures between 30 deg F and 55 deg F., winds speeds between 0 and 40 knots, and wave heights between 0 and 6 feet.

The boat shall be constructed of highly durable marine grade materials, suitable for extended field operations by State management staff in Southeast Alaska waters. All components provided by the contractor shall be new.

The delivered boat will comply with all United States Coast Guard (USCG) requirements.

VESSEL AND CABIN

ARRANGEMENT

- The vessel shall have a fully enclosed aluminum cabin located forward on the vessel.

HULL

- **Length Overall.** Hull length overall (measured from end of transom to bow) shall be 22 feet not including the engine bracket/swimstep.
- **Beam Overall.** Overall beam of the vessel measured at amidships (or just aft of the house) shall be at least 102 inches.
- **Side Height.** The side height shall be at least 36 inches.
- **Aluminum.** Hull plate and chines shall be at a minimum 1/4" and a minimum of 5000 series aluminum, sides shall be at a minimum 1/8" 5000 series aluminum or better, transom shall be at a minimum 1/4" 5000 series aluminum or better. Deck plate shall be a minimum of 1/8" diamond plated aluminum.
- Hull design will be modified V. Forward dead rise shall be approximately 50– 62 degrees.
- Continuous welds shall be utilized on all hull chines.
- **Freeing ports/Scuppers.** The vessel shall be provided with adequate scuppers located on the sides and aft end of the vessel, in order to rapidly clear water off of the main deck. The State shall have final approval on the number and position of the scuppers.
- **Engine Mounting.** Engines shall be transom mounted on an integrated engine bracket/swimstep. Mounting shall be provided with suitable mounting surfaces for two (twin), maximum of 135 horsepower each four-stroke outboards or a single 250 horsepower outboard. All mounting surfaces and/or mounting brackets shall be specially re-enforced to handle engine loads and forces. Transom bracket length shall be between 26 and 36 inches in length as measured from back of the transom hull. Bids offering internal motor well or direct to transom mount engines will be rejected as nonresponsive.
- **Tranducer Brackets.** Two brackets located on rear wall of extended transom.
- **Lifting eyes.** 4 lifting eyes will be built in to the haul for lifting the vessel with outboards and full fuel load vertically. The front lifting eyes will need to be located 36 inches from the very tip of the bow and the rear lifting eyes will need to be located 166.5 inches from the front lifting eyes. The lifting eyes should be located on the deck level of the vessel.
- **Transom Storage.** Built in storage the width of boat along stern transom 16 to 20 inches in width for dual batteries along bottom section complete with access hatches and fish box type storage on upper section complete with access hatch(es).
- **Cleats.** A minimum of six (6) 6 inch or longer mooring cleats (3 port and 3 starboard) shall be installed.
- **Anchor Roller.** An anchor roller capable of 5/8 inch line mounted on the bow.
- **Zincs.** Suitable number and size of bolt-on hull zincs shall be installed to prevent corrosion.
- **Paint.** Aluminum compatible epoxy or equivalent paint shall be applied to the deck, cabin exterior and interior, and the gunnel.

CABIN

- Welded aluminum cabin, not to be less than 78 inches wide and 80 inches long, minimum 72 inch inside height.
- Cabin will be positioned forward with walk through front center outward opening door providing access to a recessed bow. The cabin will be positioned back from the bow as to provide a recessed bow area of at least 48 inches in length.

- Cabin roof will be equipped with full-length pipe handrails, no less than 1" outside diameter, port and starboard.
- No less than 6 inch wide walk-around gunnels outside cabin.
- Helm will be installed on starboard/forward side of cabin.
- Cabin interior material shall be at least 1/8" 5000 series aluminum.
- Three forward facing windows, 2 fixed with center window located on walk through outward opening door, 1 to 2 windows on each side of which the forward windows must be a sliding windows (if two windows, one fixed (aft), one sliding (forward)), 2 fixed rear wall windows (one on port and one on starboard).
- Hinged, outward opening, or sliding cabin door. Door shall include a fixed window, door handle, and door lock.
- All fixed windows to be rubber framed.
- All sliding windows to be aluminum framed and should lock in closed position.
- All Interior cabin surfaces (other than deck) to be painted with aluminum compatible epoxy or equivalent paint.
- Seating shall include 2 air seats positioned on forward port and starboard sides (captain and co-captain) in front and 2 bench seats with storage on each side. All seats should be cushioned and fully upholstered.
- Passenger side lockable glove box built into dash.
- Radar Arch/Tower on cabin roof located forward spanning most of the width of the cabin

DECK

- Deck shall be self bailing (located above waterline with normal working loads), connected watertight to hull, and flush from cabin to transom.
- Self-bailing scuppers shall be provided, forward and aft (or scupper drains forward, pipe drains aft). See "Freeing Ports/Scuppers" in Hull Section.
- Self bailing recessed bow and anchor well.

MECHANICAL

- Operator control station will be located in forward, starboard side of cabin. Engine controls shall be mounted on an angled or horizontal surface, not vertical surface.
- Welded aluminum fuel tank (s) (1/8" 5000 aluminum or better), located below deck, minimum of 100 gallons capacity, with baffles, vent hose located at the high point of tank, fuel sender and console-mounted gauge.
- USGS approved fuel lines and dual selectable water/fuel separator filters (if two fuel tanks).
- Two (2) 3,700 GPH minimum bilge pumps, both automatic bilge pumps with 3-way switches to be positioned on dash.

ELECTRICAL

- USCG approved navigation and anchor lights.
- USCG approved horn.
- Instrument panel shall include:
 - Ten, water-resistant rocker style switches located at helm for control of electrical accessories.
 - Fuel gauge (s).
 - Knock out panels for a minimum of three additional gauges.
 - Twelve gang expansion fuse block.
- Forward windows equipped with two (2) 12V two-speed or variable speed windshield wipers, one on the port side window and one on the starboard side window.

- Two 12V deep cycle marine batteries with suitable non-metallic boxes, and high quality battery selection switches and charging relay. Batteries shall be installed in an adequately ventilated space to prevent the buildup of gas.
- Two (2) 12VDC de-fogging fans to be installed for port and starboard windshields.
- A minimum of two (2) interior lights shall be installed in the cabin .

PROPULSION

- Two (2) 115 horse power 4-Stroke Yamaha Outboards.
 - Rigging package to include digital gauges, electronic control, harnesses, cables, and key switches.
 - Complete hydraulic steering package including one helm, steering ram, steering wheel, and all hoses and hardware.
 - Propellers of appropriate size.

MISCELLANEOUS

- The contractor shall provide guarantees for the workmanship, USCG compliance, interface of hardware capabilities, all equipment booklets, and operators' handbook.
- Any equipment or procedures of a critical nature shall be placarded in a very visible manner.
- All breakers and switches/valves shall be labeled.

BOAT TRAILER

- The contractor shall provide a galvanized steel boat trailer fitted with disc brakes (EZ Loader or equivalent). Trailer shall be set up and properly fitted to boat hull. The trailer shall have a minimum of two axles, correctly sized for the combined vessel, 1500 lbs of gear and fuel and trailer weight, a hand winch, and suitable tie downs.

**INVITATION TO BID 2013-1100-1955
Bid Schedule**

1 each - 22' welded aluminum work boat, complete per specifications including:

- Hull, cabin, deck, mechanical, electrical, propulsion, trailer, and miscellaneous as specified;
- All electrical, mechanical and propulsion installed and functioning properly to manufactures and ITB specifications;
- Delivered to Petersburg, Alaska;

Total Bid Price: \$ _____

Bidder shall submit the following items with their bid:

- a) Proof of bidders qualifications
- b) Vessel design Make and Model Offered
 - 1) Plan view of vessel showing arrangement of the main deck
 - 2) Profile view of vessel
 - 3) Plan view showing arrangement of seating, vee berth, and deck
- c) Description of engine
 - 1) Make, model number, and manufacturer
 - 2) Brochure or cut sheet with engine performance specifications
 - 3) Size, type, pitch, and material of propellers offered
- d) Description of trailer
 - 1) Make, model number, and manufacturer
 - 2) Brochure or cut sheet with trailer performance specifications

GUARANTEED DELIVERY: _____(____) calendar days after receipt of order.

ORDERING ADDRESS:

Contact: _____

Phone: _____

Email: _____

Award will be made to the lowest responsive and responsible bidder.

