

# INVITATION TO BID

# INVITATION NUMBER

## 2014-1100-2019

**RETURN THIS BID TO THE ISSUING OFFICE AT:**



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

**ITB TITLE: Bering Sea and Bristol Bay Onboard Crab Observers**

**THIS IS NOT AN ORDER**

**DATE ITB ISSUED: 6/13/2013**

**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 7/3/2013 AT WHICH TIME THEY WILL BE PUBLICLY OPENED.**

**DELIVERY LOCATION: See Text**

**DELIVERY DATE: See Text**

**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? <input type="checkbox"/> YES <input type="checkbox"/> NO
TELEPHONE NUMBER 907-465-4131 ph. 907-465-6181 fax Email: dave.mitchell@alaska.gov	_____ AUTHORIZED SIGNATURE	DOES YOUR BUSINESS QUALIFY FOR THE ALASKA VETERAN PREFERENCE? <input type="checkbox"/> YES <input type="checkbox"/> 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 <sup>th</sup> St. P.O. Box 112556 Juneau, Alaska 99801 ITB No.: <u>2014-1100-2019</u>

**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 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.

**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

**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.

**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.

**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.

**THIRD-PARTY FINANCING AGREEMENTS NOT ALLOWED:** Because of the additional administrative and accounting time required of state agencies when third party financing agreements are permitted, they will not be allowed under this contract.

**Background information:** Onboard observer data collection and fishery monitoring is an integral component of fisheries management. The Magnuson-Stevens Fishery Conservation and Management Act (MSA) states in Findings (8) “The collection of reliable data is essential to the effective conservation, management, and scientific understanding of the fishery resources of the United States” (U.S. Department of Commerce 1998 and U.S. Department of Commerce 2007). The State of Alaska (SOA) Shellfish Onboard Observer Program has evolved to help meet the MSA, and more recently the National Standard 1 (NS1) requires that all MSA Fishery Management Plans comply with annual catch limits (ACLs) and accountability measures (AMs), and to end all overfishing.

The SOA commercial shellfish fishing regulation 5 AAC 39.645 (a) *Shellfish Onboard Observer Program* states that onboard observers afford the only practical mechanism of gathering essential biological and management data in particular fisheries, and provide the only effective means to enforce regulations that protect the shellfish resource.

Randomly selected catcher vessels (C/V) in Bering Sea commercial crab fisheries have been required to carry onboard observers since October 2000. Since 2000 the SOA has engaged in contracts with private observer-service contracting companies in order to place observers on commercial crab vessels.

Observer-collected data is used by Alaska Department of Fish and Game (ADF&G) fisheries managers and researchers to manage the Bering Sea commercial crab fisheries. Currently four observer-service providers are certified by ADF&G to provide onboard fisheries observers for the Bering Sea commercial crab fisheries.

ADF&G trains crab fisheries observers in the ADF&G facility on Near Island in the City of Kodiak. Two 3-week crab observer training classes are scheduled per year. The class dates for 2013-2014 are September 16, 2013 through October 4, 2013 and December 30, 2013 through January 17, 2014. Enrollment for each class is limited to a total 15 observer candidates. There are four ADF&G certified observer providers that enroll candidates for crab observer training.

**Purpose:** Provide qualified crab observers to ADF&G to deploy on crab catcher vessels (C/V) in selected Bering Sea crab fisheries. These fisheries may include Bristol Bay red king crab *Paralithodes camtschaticus*, Bering Sea snow crab *Chionoecetes opilio*, and Bering Sea Tanner crab *C. bairdi*. Deployed observers will sample the harvest and bycatch according to ADF&G-assigned sampling protocols and collect fishery management and research data, and observe fishing activities. The contractor, after a minimum of 10 days notification from ADF&G, will provide crab observers to selected C/Vs listed along with the planned port of departure and delivery for each vessel. All observer assignments for deployment on catcher vessels under this contract are subject to approval by ADF&G.

An onboard commercial crab fisheries observer must be able to work long hours on the deck of crab fishing vessels in inclement weather and be physically able to carry out duties and not be incapacitated by chronic or debilitating seasickness. An observer must not have a physical or mental illness or injury which will become aggravated due to at-sea work demands, will jeopardize the safety of the observer or the vessel’s crew, or that will prevent the observer from performing assigned duties to the standards of the ADF&G crab observer program. The observer must have good interpersonal skills and mental stamina for living and working in a remote location with fishing vessel crew for long periods of time. An observer must be able to assert their self

in a diplomatic manner when differences arise at-sea with vessel crew concerning sampling protocol and regulatory compliance. Exposure to infection or contagious diseases may exist while handling crab or fish in various stages of decomposition and exposure to blood or body fluids may exist in a remote emergency First Aid/CPR situation. Deployment on a fishing vessel may also result in exposure to dust or fumes.

### **Contact Persons**

Technical questions concerning this solicitation should be directed to Mary Schwenzfeier, Phone (907) 581-1239. Alaska Department of Fish and Game, Division of Commercial Fisheries, PO Box 920587, Dutch Harbor, Alaska 99692.

Administrative questions concerning this solicitation should be directed to Dave Mitchell, Alaska Department of Fish and Game, Division of Administrative Services, P.O. Box 115526, Juneau Alaska 99811-5526

### **TERMS AND CONDITIONS:**

**1. Length of contract:** From the date of award through June 30, 2014, with the option to renew for two additional one-year periods. The renewals will be exercised solely at the State's discretion.

**2. Contract cancellation:** The state reserves the right to cancel the contract at its convenience upon 14 calendar day's written notice to the contractor. The state is liable only for payment in accordance with the payment provisions of this contract for services or supplies provided before the effective date of termination.

**3. Estimated use:** The State does not guarantee a need for observers in specific crab fisheries and does not guarantee a minimum or maximum number of observer-days per fishery or during the term of the contract. However, for the crab fisheries listed ADF&G expects to place observers on 20 percent of Bristol Bay red king crab C/Vs, 30 percent of Bering Sea snow crab C/Vs, and 30 - 100 percent Bering Sea Tanner crab C/Vs for up to 100% of the time each vessel harvests crab during those fisheries. Emergency fishery closures, season closures, or season delays shall not be considered Force Majeure. See Attachment 1 for estimated observer requirements for each fishery.

**4. Location of operation:** Observers will be briefed and debriefed by ADF&G staff in Dutch Harbor, as specified in Alaska Administrative Code (AAC), 5 AAC 39.146(c) *Onboard Observer Briefing and Debriefing*. Observers may be required to embark or disembark their assigned vessels in Dutch Harbor; however, they may also be required to embark or disembark vessels in locations other than Dutch Harbor.

**5. Costs to be borne by the contractor:** The contractor will be responsible for all costs associated with providing observers as specified in this ITB. These costs will include: wages, benefits, employee insurance, lodging, food, travel (including airfare, rides to and from briefings and debriefings, and to and from vessels) administration and other related employment costs, all observer recruiting and training costs, all observer sampling equipment required by ADF&G, and all logistic and support costs. [Note: Vessels that carry a shellfish observer are required to provide adequate food and accommodations for the observer equal to those provided for the vessel's crew, 5 AAC 39.645(i)(4)].

**6. Payment for services:** The contractor will be paid a daily rate per observer per day. The daily rate will be paid from the day the vessel leaves port with the observer onboard their assigned vessel to the day the observer

disembarks their vessel plus daily rate allowances of up to one day in port on the vessel prior to departure, one day for briefing and up to two days for debriefing. The observer is not allowed to board their vessel before briefing or remain on their assigned vessel after debriefing. For remote deployments in the ports of King Cove, Kodiak, False Pass, and St. Paul, there will be a daily-rate allowance of up to two days for travel to the vessel after briefing and up to two days for travel from the vessel before the day of debriefing except when the reason for travel is to end a deployment as a result of trainee certification that will expire if the trainee does not travel to Dutch Harbor in order to comply with 5 AAC 39.143 (c) (1) (A) *Onboard Observer Certification and Decertification*, or due to poor planning on the part of the contractor, where no travel allowance will be given for travel cost or travel days that are needed to switch out observers. For remote deployments in the port of Akutan there will be a daily-rate allowance of up to one day for travel except when the reason for travel is to end a deployment as a result of trainee certification that will expire if the trainee does not travel to Dutch Harbor in order to comply with 5 AAC 39.143 (c) (1) (A), or due to poor planning on the part of the contractor, where no travel allowance will be given for travel cost of travel days that are needed to switch out observers.

- a. Observer days may not be duplicate invoiced; for example if an observer completes debriefing on one day and on the same day the observer completes their briefing for a deployment on a different vessel, only one day will be paid for under this contract.
- b. When an observer has been found to be negligent in their duties, such as falsification of any data or collection of data that is not usable for ADF&G's purposes, the contractor will not be compensated for observer services provided by said observer.
- c. Observer travel to and from remote ports of Akutan, King Cove, Kodiak, False Pass, and St. Paul for the purpose of boarding or disembarking an assigned vessel, will be reimbursed after completion of each remote deployment, at actual cost when proof of purchase and proof of travel is provided with the invoice except when the reason for travel is to end a deployment as a result of trainee certification that will expire if the trainee does not travel to Dutch Harbor in order to comply with 5 AAC 39.143 (c) (1) (A), or due to poor planning on the part of the contractor, where no travel allowance will be given for travel cost or travel days that are needed to switch out observers. The contractor must invoice the reimbursable travel expenses at the end of the associated deployment only. Taxi fares, lodging, food, and other costs are the responsibility of the contractor and are included in the daily rate bid.
- d. Invoices must be submitted by the contractor to the ADF&G shellfish observer program coordinator or designee on the first and 16<sup>th</sup> day of each month for observer deployment services. Each invoice must contain the contract number indicated on the first page of the contract award. Each invoice must itemize each deployment in the billing cycle and must include:
  - 1) The observer's name,
  - 2) The assigned vessel,
  - 3) The date the observer briefed,
  - 4) The date and location the vessel left port with the observer onboard,
  - 5) The date and location the observer disembarked the vessel,
  - 6) The date the observer debriefed,
  - 7) If applicable the dates of travel to or from remote ported vessels,
  - 8) If applicable vendor information for remote travel,
  - 9) Where applicable the related charges for each item,
  - 10) The fishery in which each deployment occurred i.e:

BBR (Bristol Bay red king crab),  
EBT (Eastern Bering Sea Tanner crab),  
WBT (Western Bering Sea Tanner crab),  
BSS (Bering Sea snow crab),

11) Whether the deployed observer was certified (C) or a trainee (T). Invoices that do not contain this detail will be returned unpaid to the contractor for corrections.

If an observer traveled to or from a remote port for deployment, include the receipt of payment for the travel and proof of travel in order to receive reimbursement for remote travel. Proof of travel must contain the observer's name and date of travel and may include boarding passes, baggage tags, passenger rosters, and airline mileage credit reports. The contractor must invoice the reimbursable travel expenses at the end of the associated deployment only.

**7. Minimum contractor qualifications:** Prospective bidders must be an ADF&G certified Onboard Observer Independent Contracting Agent as specified in 5 AAC 39.144 *Onboard Observer Independent Contracting Agent Certification and Decertification*. Prospective bidders must also comply with conflict of interest standards in 5 AAC 39.142 *Conflict of Interest Standards for Onboard Observers and Independent Contracting Agents*. The contractor must comply with 5 AAC 39.645 (j) (1, 3, 5-13). A bidder's failure to provide proof of the contractor qualifications upon request will cause the State to reject the bid as non-responsive.

**8. Minimum observer qualifications:**

- a. Alaska Administrative Code 5 AAC 39.646 *Sellfish Onboard observer Trainee Program Qualifications and Requirements* provides qualifications and requirements for prospective observer candidates. Observer candidates must be approved by ADF&G prior to training, 5 AAC 39.645 (j) (4). Qualified observer candidates, trainee observers, and certified observers must maintain compliance with certification and decertification regulations, and with conflict of interest standards, 5 AAC 39.143, 5 AAC 39.142, and 5 AAC 39.141 (g) *Onboard Observer Program*.
- b. Observers and persons that apply to be observer candidates must sign a waiver that allows ADF&G to request and receive the observer or observer candidate's performance evaluations from all observer program training facilities and observer programs that the observer or observer candidate has participated in.
- c. Upon request for the purpose of background check, observers and persons that apply to be observer candidates must supply their date of birth and social security number to ADF&G.
- d. Observers must submit to the ADF&G observer program a signed and dated statement from a licensed physician confirming that, based on a physical examination, the observer does not have any health problems or conditions that would jeopardize their safety or the safety of others while deployed on a commercial fishing vessel, or prevent the observer from performing their duties satisfactorily. The statement must declare that, prior to the examination, the physician received a description of observer duties and the dangerous, remote, and rigorous nature of the work. The physical exam must have occurred during the 12 months prior to the observer's deployment and expires 12 months after the physical exam occurred. An observer that does not have a current physical exam on file with the ADF&G Crab Observer Program will not be allowed to deploy.

**9. Contractor performance requirements.** The contractor will be responsible for meeting the following performance requirements:

- a. Provide and expedite ADF&G-qualified crab observers to crab catcher vessels that ADF&G has selected for observer coverage. The observer program coordinator or designee will provide a list of vessels to the contractor between September 25 and 28 of each year. Because vessel plans often change, there are frequent updates made to the vessel list during the fishery season. Updates must be communicated between the contractor and ADF&G on a regular basis.
- b. For vessels that are planning to deliver their catch in ports other than Dutch Harbor, provide only ADF&G certified crab observers and experienced trainee observers who have received an acceptable evaluation during their most recent crab fisheries deployment and have not been assigned mandatory midtrip debriefings as a result of poor performance. Vessels are asked to indicate port of delivery to ADF&G during preseason registration and the information is relayed to the contractor, at which time the contractor will begin work under this contract. The contractor must verify the port of delivery at the time the contractor is arranging observer logistics with each vessel. Certified observers and experienced trainee observers that have not received an acceptable deployment evaluation for their previous deployment may only be deployed on vessels that will be delivering catch in Dutch Harbor for the duration of deployment. Inexperienced trainee observers may only be deployed on vessels delivering catch in Dutch Harbor.
- c. Observers provided by the contractor that have not met their individual briefing requirements will not be deployed.
- d. Provide all transportation and logistics to ensure observers are present for their briefings and debriefings at the required times and dates specified by ADF&G.
- e. Provide all transportation and logistics to ensure observers are on their assigned vessels as approved by ADF&G at the required time and place mutually agreed upon by the vessel operator (or owner) and the contractor.
- f. Maintain ADF&G Onboard Observer Independent Contracting Agent certification, as defined in 5 AAC 39.144, throughout the duration of the contract, as well as other requirements in 5 AAC 39.142 and 5 AAC 39.645 (j).
- g. Ensure that all observers are fully prepared to deploy on a crab vessel at the time of briefing.
- h. Ensure all data and samples collected by deployed observers are submitted to ADF&G at each debriefing.
- i. Maintain and deliver biological samples collected by observers as requested by ADF&G, as well as samples collected as evidence by observers during their deployment.
- j. Ensure that all equipment and materials provided to observers by ADF&G are returned at the debriefing. The contractor shall replace ADF&G provided items, as determined by ADF&G that are lost, damaged, or stolen while in possession of the observer.
- k. Ensure that the contractor's team members are familiar with the state's shellfish observer program and are proactive in adhering to ADF&G regulations 5 AAC 39.141 (g), 5 AAC 39.142, 5 AAC 39.143, and 5 AAC 39.645. It is the contractor's responsibility to follow regulations pertinent to their role in the observer program, and to anticipate appropriate actions needed for regulatory compliance.
- l. Ensure that the contractor's team members use any information provided by the state or the vessels only for the purposes of performing the services provided herein. The contractor must not act as a spokesperson for ADF&G to explain financial or operational information of ADF&G. The contractor shall not disseminate or allow dissemination of information including any data in any form provided by the state to the contractor, or acquired, obtained or learned by the contractor in the performance of this contract. The contractor must not disseminate or allow dissemination of confidential information. Examples include but are not limited to fishing locations, schedules, operations or processes, fishing or catch information, fishing violations or evidence collected by observers, personal information

about observer performance or vessel crews which could constitute an invasion of privacy, or financial or operational information of ADF&G.

- m. After award of the contract the state reserves the right to approve any change in the project team members. Personnel working for the observer contractor that are responsible for expediting crab observers under this contract must be knowledgeable about the state's shellfish observer program and able to handle the challenges of expediting and deploying observers in the Bering Sea crab fisheries.

**11. Equipment and supplies provided by contractor:** The contractor must provide, for each observer deployment, a complete set of the following equipment. All items must be in good working order, approved by ADF&G and in possession of the observer at the time of briefing.

1. Two (2) 300mm (12 inch) stainless steel vernier calipers
2. Rust preventative for calipers
3. Two (2) crab measuring sticks of the appropriate legal size for each species being retained
4. Two (2) digital audio recorders capable of USB connectivity for downloading files to a computer
5. One (1) small calculator
6. Spare batteries for audio recorders and calculator
7. Two (2) clipboards for 8.5" by 11" paper
8. Minimum of five (5) black pens, two (2) red pens, twelve (12) #2 pencils, and one (1) pencil sharpener
9. Two (2) thumb tally-counters
10. Current year calendar
11. A reliable watch
12. One (1) indelible marking pen, black
13. One (1) jeweler's loupe (21 mm, power 30x)
14. One (1) 150-cm measuring tape, with increments in centimeters
15. *Biological Field Techniques for Chionoecetes Crabs* field guide
16. *Biological Field Techniques for Lithodid Crabs* field guide
17. Protective hard hat and USCG approved floatation vest
18. Two (2) locking cases large enough to contain all sampling equipment and supplies and all forms and equipment issued by ADF&G
19. US Coast Guard approved immersion/survival suit
20. One (1) head lamp suitable for illuminating the area the observer uses for reading instruments and recording data as required in their normal duties
21. A valid (not-expired) telephone calling card with a minimum of 30 minutes of time for calling all locations within the state of Alaska.
22. One personal waterproof, buoyant EPIRB with GPS accurate to at least 100 feet, and with a current USCG registration

The contractor is required to assure ADF&G that each observer deployed is equipped with adequate foul-weather gear and any other related clothing and safety equipment needed to complete their assigned tasks.

**12. Equipment and supplies provided by ADF&G**

1. Crab Observer Training and Deployment Manual
2. Catch reporting codes
3. Shellfish Observer Deployment notebook
4. All required data forms
5. Digital camera
6. Plastic deck sheets
7. Current copy of State of Alaska Commercial Shellfish Regulation booklet
8. ADF&G statistical area charts
9. Two (2) crab measuring sticks of the appropriate legal sizes for Bering Sea Tanner crab
10. Fish and invertebrate identification guide and other reference materials
11. Chart dividers
12. Other forms or field aids for observers to complete their assignments

**13. Termination of the contract:** The State may, without fault or liability, terminate the contract for the following reasons:

- 1) Failure of the contractor or the contractor's employees (observers) to report at the time and location to begin the contract and/or provide the services specified in this ITB.
- 2) Failure of the contractor to maintain ADF&G certification (as defined in 5 AAC 39.144) throughout the term of the contract, as well as other qualifications and standards listed under 5 AAC 39.142 and 5 AAC 39.645(j).
- 3) Failure of the contractor to comply with any other provisions of the contract awarded as a result of this ITB.

Regulations cited in this ITB can be accessed through the State of Alaska web page or provided by the Contracting Officer.

**Summary**

All requirements described in this ITB must be met in a satisfactory manner by the successful bidder.

All deliverables related to this ITB must be satisfactorily completed by successful bidder.

All data collected by fishery biologists that are deployed under the contract related to this ITB must be useable by ADF&G for the purposes of Bering Sea crab fisheries management and research.

**All crab observers that are deployed under the contract related to this ITB must satisfactorily meet data collection thresholds and observer deployment performance standards established by ADF&G.**

**BID SCHEDULE ITB# 2014-1100-2019**

**BID AMOUNT \$ \_\_\_\_\_ PER DAY PER CRAB OBSERVER FOR THE BERING SEA AND BRISTOL BAY CRAB FISHERIES.**

**CRAB OBSERVER PROVIDER INFORMATION FORM:**

Bidders must complete the information form below. A bidder's failure to provide this information may cause the State to reject the bid as non-responsive.

**OBSERVER COMPANY NAME AND ADDRESS:**

\_\_\_\_\_  
\_\_\_\_\_

**TELEPHONE:** \_\_\_\_\_

**FAX:** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_

**CONTACT PERSON:** \_\_\_\_\_

**PROJECT TEAM MEMBERS:** \_\_\_\_\_

**STATE OF ALASKA BUSINESS LICENSE NUMBER:** \_\_\_\_\_

**METHOD OF AWARD:**

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

**Attachment 1 to ITB# 2014-1100-2019 for Bering Sea and Bristol Bay onboard crab observers**

Projected number of crab fisheries contract observers needed based on previous vessel participation and quotas; future vessel participation, fishing performance, fishery quotas, and fishery openers and closures are unknown.

Bristol Bay red king crab - 20% coverage	Est. # of observers	Ave # deployment days per observer
	15-20	15-20

Fishery has been closed since 2010 and not expected at this time to open for the 2013-2014 season		
Bering Sea Tanner crab – 30 – 100% coverage	Est. # of observers	Ave # deployment days per observer
	1 – 6	20-25

Bering Sea snow crab - 30% coverage	Est. # of observers	Ave # deployment days per observer
	24-26	45-65