INVITATION TO BID (ITB) NUMBER

RETURN THIS BID TO THE ISSUING OFFICE AT:



Alaska Department of Fish and Game Division of Administrative Services Procurement Office PO Box 115526 1255 West 8th St Juneau, AK 99801

THIS IS NOT AN ORDER

DATE ITB ISSUED: <u>12/11/2013</u>

ITB TITLE: VESSEL CHARTER – Northern Bering Shelf Juvenile Salmon Survey

SEALED BIDS MUST BE SUBMITTED TO THE ABOVE ADDRESS AND MUST BE TIME AND DATE STAMPED BY THE PURCHASING SECTION PRIOR TO 1:30 PM ON <u>1/3/2014</u>, AT WHICH TIME THEY WILL BE PUBLICLY OPENED.

DELIVERY LOCATION: <u>See Text</u> DELIVERY DATE: <u>See Text</u> F.O.B. POINT: Dutch Harbor, Alaska

<u>IMPORTANT NOTICE</u>: 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 notification of subsequent amendments. Failure to contact the Procurement Officer may result in the rejection of your offer.

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

- (1) **The bidder has a valid Alaska business license, or will obtain one prior to award of any contract resulting from this ITB.** If the bidder possesses a valid Alaska business license, the license number must be written below or one of the following forms of evidence must be submitted with the bid:
 - a canceled check for the business license fee:
 - a copy of the business license application with a receipt date stamp from the State's business license office;
 - a receipt from the State's business license office for the license fee;
 - a copy of the bidder's valid business license;
 - a sworn notarized affidavit that the bidder has applied and paid for a business license;
- (2) the price(s) submitted was arrived at independently and without collusion 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 a bidder fails to comply with (1) at the time designated in the ITB for opening the state will disallow the Alaska Bidder Preference. If a bidder fails to comply with (2) of this paragraph, the state may reject the bid, terminate the contract, or consider the contractor in default. Bids must be also submitted under the name as appearing on the bidder's current Alaska business license in order to receive the Alaska Bidder Preference.

ALASKA BUSINESS LICENSE NUMBER	FEDERAL TAX ID NUMBER	TELEPHONE NUMBER
	DATE	E-MAIL ADDRESS
	PRINTED NAME	*SEE ITB FOR EXPLANATION OF CRITERIA TO QUALIFY
dave.mitchell@alaska.gov		
(907) 465-6181 F	AUTHORIZED SIGNATURE	[] YES [] NO
(907) 465-4131 P		*DOES YOUR BUSINESS QUALIFY FOR THE ALASKA VETERAN PREFERENCE?
Procurement Specialist III	COMPANY SUBMITTING BID	[] YES [] NO
Dave Mitchell		*DOES YOUR BUSINESS QUALIFY FOR THE ALASKA BIDDER PREFERENCE?

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 Alaska Department of Fish and Game Division of Administrative Services Procurement Office PO Box 115526 1255 West 8th St Juneau, AK 99801

ITB No.: <u>2014-1100-2319</u> Opening Date: 1/3/2014 1:30 AKST

ELECTRONIC BID SUBMISSION: Bids may be emailed to **dfg.contracting@alaska.gov**, no later than the date and time listed on page one of this ITB as the deadline for receipt of bids, and must contain the ITB number in the subject line of the email. Emailed bids must be submitted as an attachment in PDF format. The entire bid, including all amendments, must be received no later than the deadline for receipt of bids. It is the bidder's responsibility to contact the issuing office at (907)465-4131 to confirm that the entire bid has been received. Failure to follow the above instructions may result in the bid being found non-responsive and rejected.

FAX BID SUBMISSION: Bids may be faxed to (907) 465-6181, no later than the date and time listed on page one of this ITB as the deadline for receipt of bids. The entire bid, including all amendments, must be received no later than the deadline for receipt of bids. It is the bidder's responsibility to contact the issuing office at (907) 465-4131 to make arrangements prior to faxing the bid and to confirm that the entire bid has been received. Failure to follow the above instructions may result in the bid being found non-responsive and rejected.

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.
- Leaking Underground Storage Tank Trust Fund Tax (LUST) IRC, Section 4081 on the purchase of Aviation gasoline, Diesel Fuel, Gasoline, and Kerosene.

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 Administration, Division of General Services. 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 from the state, the apparent low bidder must submit a list of the subcontractors that will be used in the performance of the contract. The list must include the name of each subcontractor and the location of the place of business for each subcontractor and evidence of each subcontractor's valid Alaska business license.

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 and Workforce Development, 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.

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 at the time designated in the invitation to bid for bid opening; (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 32.06 or AS 32.11 and all partners are residents of the state; and, (5) if a joint venture, is composed entirely of ventures that qualify under (1) - (4) of this subsection. AS 36.30.170, AS 36.30.321(a) and AS 36.30.990[25]

2. ALASKA VETERAN PREFERENCE: If a bidder qualifies for the Alaska bidder preference under AS 36.30.321(a) and AS 36.30.990[25] and is a qualifying entity as defined in AS 36.30.321(f), they will be awarded an Alaska veteran preference of five percent (5%). The preference will be given to a (1) sole proprietorship owned by an Alaska veteran; (2) partnership under AS 32.06 or AS 32.11 if a majority of the partners are Alaska veterans; (3) limited liability company organized under AS 10.50 if a majority of the members are Alaska veterans; or (4) corporation that is wholly owned by individuals and a majority of the individuals are Alaska veterans, and may not exceed \$5,000. The bidder must also add value by actually performing, controlling, managing, and supervising the services provided, or for supplies, the bidder must have sold supplies of the general nature solicited to other state agencies, other governments, or the general public - AS 36.30.321(i).

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 from Alaska forests shall be used unless the use of those products has been determined to be impractical, in accordance with AS 36.15.010 and AS 36.30.322.

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

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 36.30.321(a) and AS 36.30.990[25], and is offering goods or services through an employment program as defined under 36.30.990(11), they will be awarded an Employment Program Preference of fifteen percent (15%) in accordance with AS 36.30.321(b).

7. ALASKANS WITH DISABILITIES PREFERENCE: If a bidder qualifies for the Alaska bidder preference under AS 36.30.321(a) and AS 36.30.990[25], and is a qualifying entity as defined in AS 36.30.321(d), they will be awarded an Alaskans with Disabilities Preference of ten percent (10%) in accordance with AS 36.30.321(d). A bidder may not receive both an Employment Program Preference and an Alaskans with Disabilities Preference.

8. PREFERENCE QUALIFICATION LETTER: Regarding preferences 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, and [2] individuals who qualify for preference as Alaskan's with disabilities. In accordance with AS 36.30.321(i), in order to qualify for one of these preferences, a bidder must add value by actually performing, controlling, managing, and supervising the services provided, or for supplies, a bidder must have sold supplies of the general nature solicited to other state agencies, governments, or the general public.

As evidence of an individual's or a business' right to a certain preference, the Division of Vocational Rehabilitation will issue a certification letter. To take advantage of the preferences 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 attach a copy of their certification letter to their bid. The bidder's failure to provide this certification letter with their bid will cause the State to disallow the preference.

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. Failure to comply with this requirement may cause the state to reject the bid or proposal 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

ITB 2014-1100-2319

PROJECT SPECIFIC TERMS AND SCOPE OF DUTIES:

PURPOSE: To contract for the use of a fully functional trawl fishing vessel by the Alaska Department of Fish and Game (ADF&G) as living quarters and operations base for activities relating to juvenile salmon research in waters north of 60° in the Bering Sea, Alaska. The vessel must be manned by a **USCG licensed captain** and a minimum of Four (4) additional vessel crew (five vessel crew are recommended). ADF&G will place up to six (6) department and NOAA personnel aboard the vessel to study captured juvenile salmon and other marine life, and to collect oceanographic information. This charter period is estimated to last for up to twenty-five (25) days.

LENGTH OF CONTRACT: The charter period will be for up to twenty-five (25) continuous days between approximately September 5, 2014 through September 30, 2014. The starting date may be adjusted to be as early as Sept 1 with mutual consent between ADF&G and the successful bidder/contractor. The length of the charter period will not exceed twenty-five (25) days. The charter period itinerary is estimated to be as follows:

DAY 1 TO DAY 2:	Load gear and research equipment
	Depart for and travel to study area.
DAY 3 TO DAY 23:	Conduct at-sea juvenile salmon research in the waters between 60° - $64^{\circ}5'$ North latitude and east of 172° , on the Northern Bering Shelf, Alaska. A stop in Nome, AK 1/2 way through the survey period will be scheduled to exchange scientists and gear.
DAY 24 TO DAY 25:	Finish at-sea research; return to Dutch Harbor
	Offload gear and research equipment.

The charter will begin and end in Dutch Harbor, Alaska.

ESTIMATED USE: The charter dates and length of the charter referenced in this ITB are the State's estimated requirements. The State does not guarantee a minimum or maximum number of charter days. However, for the purpose of bid evaluation the State will assume the use of twenty-five (25) contract days.

CONTRACT PERIOD: The length of the contract will be from the date of award through December 31, 2014 with the option to renew for One (1) additional One (1) year terms under the same terms and conditions as the original contract. Renewals are to be exercised solely by the state.

PAYMENT FOR THE CHARTER: The contractor will be paid the daily amount bid up to the maximum twenty-five (25) days. Days spent shoreside by the vessel captain and crew conducting activities involving refurbishing, loading and unloading ADF&G gear and equipment will also be paid at the daily charter rate, up to and included within the maximum twenty-five (25) days. Payment for partial calendar day charter vessel operation during the twenty-five (25) continuous day charter period will be prorated on an hourly basis from the daily charter vessel rate. For the purposes of this contract, a charter day is 24 hours commencing at 12:00AM and ending at 11:59PM. Prorated hourly rates are 1/24th the daily rate.

CONSUMER PRICE INDEX (CPI): Contract prices will remain firm through December 31, 2014.

Contractors must request price adjustments, in writing, 30 days prior to the renewal date. If a contractor fails to request a CPI price adjustment 30 days prior to the adjustment date, the adjustment will be effective 30 days after the state receives their written request.

Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, Anchorage Area.

The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year six month average (January through June 2013); and each (January through June six month average) thereafter. The percentage difference between those two CPI issues will be the price adjustment rate. No retroactive contract price adjustments will be allowed.

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

LOCATION OF VESSEL OPERATION: The vessel is required to operate in the waters between 60° - $64^{\circ}5'$ North latitude and east of 172°, on the Northern Bering Shelf, Alaska.

CAPTAIN AND CREW ABOARD THE VESSEL: This contract requires a vessel captain and a minimum of four (4) crew members. Five (5) crew members are recommended. The experience and licensing requirements for the vessel captain and crew are set out below.

STATE PERSONNEL ABOARD THE VESSEL: During this contract period, the State will place up to six (6) ADF&G and NOAA crewmembers aboard the vessel.

VESSEL INSPECTION: The vessel will be subject to inspection by ADF&G. Representatives of the State will inspect the vessel prior to the issuance of the Notice of Intent to Award.

The apparent low bidder must, within ten (10) days of the close of this bid period, submit to the State:

- a) copy of the vessel's most recent marine survey
- b) letter of stability
- c) copy of the vessel's most recent audio gauge test of the hull (waterline to keel) accompanied with information on any repairs made to hull since that time.

The vessel must be available for inspection at a specified location mutually agreed upon by the bidder/contractor within thirty (30) days of close of this bid period. The vessel owner (or designee) **must be present** at the time of inspection.

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

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

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

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

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

VESSEL REQUIREMENTS:

- A. Length of not less than one hundred-twenty (120) feet. Length will be determined by measuring the length overall from the foremost part of the hull to the aftermost part of the hull, excluding bowsprits, rudders, accessory brackets and similar fittings and attachments.
- B. Vessel main engine(s) must be a minimum total of 1200 horsepower.
- C. Minimum cruising speed in calm seas must be at least 10 knots.
- D. Vessel must have an operating endurance of 25 days of continuous fishing operations (fuel, water, provisions).
- E. Minimum of four hundred (400) square feet of flat, clear, exterior deck work space for ADF&G/NOAA personnel, including space for a 5 x 10 ft sampling table, two 2 x 4 ft sampling tables, and one 3 x 4 ft platform scale table. The work area should allow the sampling table to be positioned so that all four sides of the table can be used to conduct work, and with easy access to the rail or scuppers to discard catch. On deck work area(s) should be clear of running gear, equipment, vertical obstructions (e.g., hatch combings) and stowage.
- F. A protected area on deck, such as a covered shelter deck or covered area aft of the house, where a table of at least 4 x 8 ft can be set up for collecting biological data. (In particular, specimen scales need to be protected from wind and spray which can affect the accuracy of weight measurements).
- G. Open space, 4.5 ft. wide x 8.83 ft. long, on the stern deck where an oceanographic winch with davit will be mounted. The oceanographic winch will require the vessel to provide 230 V, 16 amps, and hydraulic system with 5 gallons/minute of oil flow at a line pressure of 1750 psi. This unit will allow for deployment and retrieval of oceanographic equipment throughout the research cruise. The winch and davit will be provided by NOAA Fisheries. Vessel's crew will be required to mount winch and hook up hydraulic and electrical connections.
- H. Electric power (110/115 V.A.C.) outlet near on-deck work area.
- I. Seawater deck hose for cleaning sorting table and sampling gear. On/off switch should be readily available from the working deck.
- J. Crane capable of lifting a minimum of 3 t for handling catches and fishing and sampling gear. Crane system must be capable of vertically raising and lowering a trawl cod end along the centerline of working deck and dumping the catch onto a sorting table.
- K. Clean and sanitary accommodations for crew and scientific field party (minimum of four (4) and a maximum of six (6) scientists) which may include both male and female scientists. Bunk areas shall contain at least one drawer or closet per occupant for storage of clothing and personal gear. Private accommodations are required for female scientists. Sleeping spaces must not be in common use areas.
- L. An office desk area with 110/115 volt power outlets for data management (the wheel house may substitute for this area). Government-supplied personal computers will be installed here for logging data.
- M. Dry storage area of at least 100 ft3 in the main house for holding scientific supplies.
- N. Stove, oven, sink, galley table, and all materials and equipment necessary for daily meal preparation, cooking, and clean up.
- O. Refrigerated storage space sufficient to maintain food for all onboard personnel for twenty-five (25) continuous days of vessel operation.
- P. Freezer storage space sufficient to maintain frozen food for all onboard personnel for twenty-five (25) continuous days of vessel operation.
- Q. Potable fresh water supply adequate for vessel and personal use (including showers and laundry) for 25 days. A watermaker capable of producing 200 gal/day, with a minimum of 6,000 gal holding capacity is desirable.
- R. A minimum of 1.136 m3 (40 cu ft.) of freezer storage exclusive of space for ship's stores for stowing scientific samples. Freezer space must be reasonably and safely accessible from the deck and must be available at all times to the scientific party.
- S. The vessel must have a minimum of two heads and showers with one available to the scientific field party. Clean mattresses with clean fitted covers will be supplied to the scientific field party Workspaces, berthing, and galley spaces shall be adequately ventilated and free from tobacco smoke, excessive engine noise, and hydrocarbon fumes.
- T. Washer and dryer for personal laundry.
- U. Provide a safe and stable portable gangway for use in boarding and debarking vessel while in port.

V. In an effort to reduce marine debris pollution, the Captain shall comply with waste management regulations as described in Section V of MARPOL. The vessel shall be required to have a storage facility, with or without a trash compactor to retain all refuse (except food and paper materials) or a means to incinerate this refuse so that it is not disposed of at sea.

W. NAVIGATION, STEERAGE, and COMMUNICATIONS EQUIPMENT:

- (1) Two (2) fully functional radar systems, with a minimum range of 60 miles, in good operating condition.
- (2) Fully functional Automatic pilot, an automatic readout GPS, and a fathometer (with a minimum 400-fathom range; Color scope unit operating in the 38-50 kHz range plus a backup unit), all in good operating condition. Backup systems for each are highly desirable.
- (3) Two (2) each of single side-band and VHF radio transmitter(s) and receiver(s) fully functional and in good operating condition. Backup communications system is highly desirable.
- (4) Vessels must be equipped with STRATOS/INMARSAT Standard C satellite communication or an equivalent. Vessel must have a functioning electronic mail system (email) available for ADF&G/NOAA use for the duration of the charter. Vessels also equipped with satellite telephone or fax or Telex are highly preferred.
- (5) Ability to receive daily weather forecasts for area of operation. Ability to view weather maps is desirable.

X. VESSEL SAFETY EQUIPMENT:

- 1) USCG approved first-aid kit.
- 2) USCG approved vessel EPIRB.
- 3) USCG approved fire-fighting equipment of the size, type and quantity required for the size and type of the vessel chartered.
- 4) USCG approved life rafts. The rated capacity of each raft must be adequate to accommodate all personnel aboard the vessel; this includes the vessel captain and crew, and six (6) ADF&G/NOAA crew.
- 5) USCG approved survival suits of appropriate sizes are required for all personnel aboard the vessel, including the vessel captain and crew and the ADF&G/NOAA crew. The State/NOAA will supply the survival suits for the ADF&G/NOAA crew.
- 6) An emergency source of electrical power, independent of the main source of power.
- 7) Stability letter or evidence that vessel stability has been evaluated by a qualified, certified individual, such as a licensed naval architect/marine engineer.
- 8) Certificate of inspection (vessel safety examination decal or USCG letter of inspection).

Y. FISHING EQUIPMENT:

- A. Vessel shall have been actively used for commercial trawling or research where surface trawl gear was used in the past 12 months.
- B. Vessel must be able to tow a Cantrawl model 400/601 hexagonal mesh trawl fished with 5-meter steel alloy doors and a set of three 60-m long bridles for each door, and associated gear hardware and headrope floats: both at a continuous speed of 4 5 kts under weather conditions considered safe and typical for survey sampling.
- C. Vessel must be completely rigged for trawling including:
 - i. A stern ramp and gallows or gantry.
 - ii. A net reel with capacity for the trawl described above.
 - iii. An auto-trawl system with the capability of adjustable winch brakes and a third wire net mensuration system. The auto-trawl system must be certified by factory inspectors to be operating as designed and maintained in usable condition throughout the duration of the survey.
- D. At least two hydroacoustic frequencies (38 khz and 120 khz), and required transducers and wiring accessible by scientific personnel from the bridge is desired but not essential.

VESSEL CREW REQUIREMENTS:

- A. Crew to consist of a **USCG licensed captain** with at least three (3) years of trawl fishing experience, and a minimum of four (4) experienced fishermen.
- B. One of the fishermen must be an engineer with five (5) years experience aboard fishing vessels and fully knowledgeable of the charter vessel and equipment.
- C. The vessel crew will be expected to perform cooking and cleaning duties in addition to operating the vessel and fishing the gear as prescribed by the ADF&G/NOAA crew leader.
- D. At least one crew member with formal survival and fire fighting training equivalent to that offered by the North Pacific Fishing Vessel Owner's Association, and a crew-member with certified first aid or EMT (emergency medical technician) and CPR training and AED use is desirable.
- E. The captain must have at least one (1) year experience, as a captain, in the type and size vessel specified for this contract, and documentation of prior experience conducting oceanographic/surface trawl research or provide evidence that they understand basic vessel requirements for oceanographic research surveys.
- F. The vessel crew will be expected to set and retrieve all fishing gear; the ADF&G/NOAA crew will handle sampling of catches when fished pots are brought aboard the vessel.
- G. The lead-fisher shall have a minimum of three (3) years experience in trawl fishing and demonstrated experience in building, rigging, repairing, and operating trawls. He/she must possess demonstrated competence for repairing damaged trawls to their original specifications.
- H. The State will have the right to require replacement of any vessel crewmember. If the vessel operates shorthanded due to replacement or illness of a vessel crew member for a period in excess of twenty-four (24) hours, the State will deduct from the charter rate for that period of time in an amount equal to the missing crewman's wages and related direct cost of employment (i.e., social security tax, unemployment insurance, etc.). The total cost of replacing a vessel crewmember aboard the vessel will be at the contractor's expense.
- I. The contractor will be responsible for payment of wages, direct cost of employment and will be responsible for all vessel crewmembers. The State will be responsible for payment of daily charter rates only, and will not reimburse the contractor for vessel crew wages.
- J. There shall be no alcohol or controlled substances aboard the vessel during the charter period.

UNUSUAL HOURS: It may be necessary to run the vessel twenty-four (24) hours continuously to travel from one location to another. Furthermore, it may be necessary to fish gear during any period of the twenty-four hour daily cycle. Workday length and hours will be determined by the ADF&G/NOAA crew leader in consultation with the Captain. The decision will be based on the type of activity expected as well as on prevailing weather conditions and the Cruise Plan. The length of working days will range from 10-16 hours. A typical workday will last about 12 hours beginning at approximately early as 0800 hrs and ending at approximately 2200 hrs depending on daily work schedule, daylight and weather. The ADF&G/NOAA crew leader has the final authority except in matters relating to safety of the vessel and all personnel on board. The workday for the vessel crew may occasionally exceed that of the ADF&G/NOAA crew, since they will normally be required to run to the next survey area or anchorage after completion of the sampling day, so that sampling can commence early in the morning.

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

In the case of vessel breakdowns, the State representative in charge, and the Vessel Captain will document the time of the last contract activity performed (last trawl retrieved, launched, etc) and the time the next contractual activity commences. No compensation will be allowed for any activities during this breakdown period. This includes travel time to or from port (if necessary), repair time, re-provisioning and/or other activities necessary by either the contractor or the State to resume the charter. If the delay is more than 24 hours and State/NOAA personnel remain on board the vessel, the State will pay the Contractor \$50.00 per day, for each State/NOAA employee, as reimbursement for room and board.

TERMINATION OF THE CONTRACT: The State may, without fault or liability, terminate the contract for any of the following reasons:

- A. The condition of the vessel or essential equipment on the vessel remains such that the ADF&G/ NOAA crew cannot use it for work for a period of more than seventy-two (72) hours.
- B. Lack of funds for the contract project.
- C. Insubordination and/or lack of cooperation by the vessel captain or crew.
- D. Failure of the captain, vessel, or vessel crew to report at the time and location specified in this ITB to begin the contract.

In the event of early termination of the contract: a) government-owned gear shall be returned to a location that is mutually agreed upon by the State and the contractor, b) the State will not assume any liability for transporting the captain and vessel crew to their homeport, and c) contract payments will cease on the hour and date the vessel is unable to continue normal operations.

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

- A. Either underway, at anchor, or dockside the captain's orders will be final in matters regarding navigation and the general operation of the vessel, the operation of the vessel equipment and fishing gear, and the general activities and safety of the vessel crew and ADF&G/NOAA crew.
- B. The vessel captain will obey all USCG, State and other applicable regulations, rules, and statutes pertaining to the safe and legal operation of the vessel.
- C. The vessel captain will comply with all directives given by the ADF&G/NOAA crew leader regarding research activities, provided that those directives do not directly or indirectly endanger the vessel, the captain or crew or the ADF&G/NOAA crew.
- D. The captain must provide a safety orientation briefing to all vessel and ADF&G/NOAA crew prior to departure from Dutch Harbor. Both the vessel crew and ADF&G/NOAA crew must have general instructions regarding the following:
 - (1) The location and operation of lifesaving and emergency equipment.
 - (2) Operation of assigned equipment.
 - (3) Instructions for making a distress call.
 - (4) What to do in the event of a person overboard.
 - (5) What to do in the event of a fire.
 - (6) What to do in the event of flooding.
 - (7) What to do if an 'abandon ship' order is issued.

PERFORMANCE REQUIREMENTS OF THE VESSEL CAPTAIN & CREW MEMBERS:

With the vessel serving as an operations base and living quarters for ADF&G/ NOAA personnel, the vessel captain and crew members will be required to provide the following services and accommodations:

- A. General navigation and operation of the vessel either underway, at anchor, or dockside.
- B. Space for compiling and analyzing the data collected.
- C. Communications base for dispersing and receiving information.
- D. Basic living accommodations for up to six (6) ADF&G/NOAA personnel. Accommodations to be in clean ready condition by start of charter.
- E. Meal preparation, cooking and clean up.
- F. General cleaning of the interior and exterior (deck work area) of the vessel.
- G. General assistance to ADF&G/NOAA personnel in the performance of their work as requested by the ADF&G/NOAA crew leader. The vessel crew will be expected to handle catches as prescribed by the ADF&G/NOAA crew leader and will be expected to fish the gear.
- H. At the end of the charter the Contractor is responsible for thoroughly cleaning, washing, and baling all nets. This includes removal of all fish, crabs, seaweed, etc. and towing the net behind the vessel until it is free of any biological material. All nets will be neatly stacked and baled securely with rope. Dandy lines will be coiled separately and tied at two points on the coil. NOAA will provide rope for baling the nets and dandy lines.
- I. All fish and shellfish taken in the trawl remain the property of the Government. The ADF&G/NOAA crew leader is responsible for their disposition. Federal policy and regulations regarding scientific sampling in federal waters specifically prohibits retaining any portion of the catch for commercial purposes unless specifically authorized by the contract or retaining specimens from survey catches for personal use and consumption.
- J. Repair of trawl nets as needed

CONSUMABLES TO BE PROVIDED BY THE CONTRACTOR AND TO BE INCLUDED IN THE PER DAY CONTRACT PRICE:

A. Fuel, lubricants, oils, greases and filters

The contractor (successful bidder) will provide all fuel, lubricants, oils, greases and filters required during the contract. At the beginning of the contract all fuel and lubricant tanks must be full and all filters must be fresh. In addition, the vessel must have aboard extra lubricants, oils, greases and filters in amounts sufficient for the entire contract period.

B. Food

The contractor (successful bidder) will provide three ample, balanced, and nutritious meals each day for all onboard ADF&G/NOAA crew, the vessel captain and crew.

*** INCLUDE COSTS OF THE ABOVE CONSUMABLES IN YOUR DAILY BID PRICE ***

MISCELLANEOUS PROVISIONS BY THE STATE:

- A. The State may, at its own expense and only for the term of the contract, install and retain in the vessel equipment necessary to accomplish the objectives of the charter. The State will remove this equipment at the termination of the contract period without damage or permanent alteration to the vessel.
- B. Government-Furnished Equipment and Supplies
 - 1. Trawls, trawl doors, trawl bridals, fishing gear hardware, spare webbing, twine, and floats.
 - 2. All scientific sampling equipment and supplies.
 - 3. PFDs for all scientists.
 - 4. Oceanographic winch and all oceanographic sampling equipment.

C. POST-AWARD AND POST-SURVEY MEETINGS

Upon award of contract and prior to the start of the charter, a post-award meeting will be held at the Alaska Department of Fish and Game, Anchorage, to discuss issues relating to the charter and survey.

After completion of the survey, a post-survey debriefing will be held at the Alaska Department of Fish and Game. The purpose of the debriefing is to provide the charter operator an evaluation of the performance of the vessel and crew during the charter. At a minimum, the vessel manager is required to attend the debriefing and may attend by telephone conference.

Department Contacts:

For bid, contract and procedural questions, please contact

Dave Mitchell at 907-465-4131 or <u>dave.mitchell@alaska.gov</u> .

For vessel and charter work related questions, please contact

Kathrine Howard at 907-267-2141or kathrine.howard@alaska.gov.

VESSEL INFORMATION FORM

Bidders must complete the vessel information form. A bidder's failure to complete the vessel information form or inaccurate information may cause the State to reject the bid as non-responsive.				
VESSEL OWNER NAME:				
ADDRESS:				
PHONE:	FAX:			
EMAIL:				
VESSEL AGENT NAME:				
ADDRESS:				
	FAX:			
	REGISTRY NUMBER:			
VESSEL TYPE:				
CALL SIGN: OVERALL LENGTH (feet):				
MAXIMUM SPEED (knots):				
	SHELTER DECK (sq. ft.):			
	L PLANS TO MEET ALL FRESH AND POTABLE WATER O CREW FOR THE CHARTER'S DURATION AT-SEA (25DAYS):			
	CREW TOR THE CHARTER 5 DORATION AT SEA (25DA15).			
SEAWATER TO EREST	WATER CONVERSION SYSTEM: [] YES [] NO			
DIESEL POWERED MAIN ENGINE(S):				
TYPE/BRAND: TYPE/BRAND:	HORSEPOWER: HORSEPOWER:			
DIESEL POWERED AUXILLARY ENGI TYPE: TYPE:				

VESSEL INSPECTIONS:

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

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

DATE/LOCATION of LAST MARINE SURVEY:
DATE/LOCATION of LAST VESSEL STABILITY TEST:
DATE/LOCATION of LAST AUDIO GAUGE TEST of HULL:
LOCATION OF VESSEL FOR ADF&G INSPECTION:

SURVIVAL EQUIPMENT:

Life Rafts: The State requires that the life rafts carried aboard the vessel be USCG approved. The rated capacity of each life raft must be adequate to accommodate all of the people aboard the vessel; this includes up to six (6) ADF&G/NOAA biologists and the vessel captain and crew.

• Indicate the brand, capacity and USCG approval number for the life rafts to be carried aboard the vessel.

RAFT BRAND	CAPACITY	USCG APPROVAL NUMBER
А.		
В.		
С.		
D.		
Е.		

Survival Suits: Bidders must provide at least enough serviceable survival suits for the captain and vessel crew. The State will supply survival suits for the ADF&G/NOAA biologists. Bidders must ensure that all personnel have survival suits in good working condition prior to departure from Dutch Harbor.

• Indicate by brand and model, the number of survival suits carried aboard the vessel.

SURV	IVAL SUIT BRAND AND MODEL	NUMBER OF SUITS
A.		
В.		
С.		
D.		
E.		

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

EQUIPMENT CALLED FOR IN THIS ITB:

Last trawl fishery the vessel has participated in: ____

Is all of the equipment called for in this ITB installed and functional on the date of the bid opening?

[] YES [] NO

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

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

CHARTER START DATE:

DATE VESSEL AND CREW WOULD BE AVAILABLE TO START CHARTER:

CAPTAIN AND CREW EXPERIENCE INFORMATION

Bidders must complete the captain and crew information below. A bidder's failure to complete the captain and crew information may cause the State to reject the bid as non-responsive.

CAPTAIN'S USCG LICENSE:

The captain must be properly licensed by the USCG for the size/type vessel being offered for bid.

In the space provided, bidders must enter the name of the person who will serve as captain of the vessel. A photocopy of that person's USCG license should be submitted with the bid and **must be submitted** within 10 days of the State's request. A bidder's failure to provide a copy of the license, as stated above, may cause the State to reject the bid as non-responsive.

If, during the term of the contract, a different person is retained as captain, a photocopy of that person's license must be submitted to the Contracting Officer prior to the time that the person begins working as the vessel captain. The Contracting Officer must accept and authorize the change of captains. The contractor's failure to follow this procedure may cause the State to terminate the contract.

On the line below, print the name of the person who will serve as captain, and identify the rating(s) held by this person.

VESSEL CAPTAIN

[] Operator of Uninspected Six Passenger Vessels

[] Master,	25 Ton vessels	[] Inland	[] Near coastal	[] Unlimited
[] Master,	50 Ton vessels	[] Inland	[] Near coastal	[] Unlimited
[] Master,	100 Ton vessels	[] Inland	[] Near coastal	[] Unlimited
[] Master,	150 Ton vessels	[] Inland	[] Near coastal	[] Unlimited
[] Master,	200 Ton vessels	[] Inland	[] Near coastal	[] Unlimited
[] Master,	500 Ton vessels	[] Inland	[] Near coastal	[] Unlimited
[] Master,	1600 Ton vessels	[] Inland	[] Near coastal	[] Unlimited

CAPTAIN EXPERIENCE REQUIREMENTS: The vessel captain must have at least three (3) years of trawl fishing experience in the Bering Sea. The captain must have at least one (1) year experience, as a captain, in the type and size vessel specified for this contract, and some prior experience conducting oceanographic/surface trawl research or provide evidence that they understand basic vessel requirements for oceanographic research surveys.

•	Captain's experience.	. as a captain.	operating in	waters of the Bering S	ea:	vears.
-	Cuptum s experience.	, as a captain,	operating in	waters of the Dernig b	cu.	years.

1.	Size type/class of vessel:	_Years of experience:
2.	Size type/class of vessel:	_Years of experience:
3.	Size type/class of vessel:	_Years of experience:
4.	Size type/class of vessel:	_Years of experience:
5.	Size type/class of vessel:	_Years of experience:
Captain	's additional experience, as a fisherman at sea (not acting as captain):	years.

CREW AND EXPERIENCE REQUIREMENTS:

In addition to the captain, the vessel crew must consist of at least four (4) experienced fishermen. A vessel crew of five (5) in addition to the captain is recommended.

The contractor will be responsible for payment of wages, direct cost of employment and fringe benefits, if any, to the vessel crewmembers. The State will be responsible for payment of the daily charter rate only and will not reimburse the contractor for crew wages in addition to the charter rate.

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

ENGINEER

The engineer must be properly licensed by the USCG for the size/type vessel being offered for bid. A photocopy of that person's USCG license should be submitted with the bid and **must be submitted** within 10 days of the State's request. A bidder's failure to provide a copy of the license, as stated above, may cause the State to reject the bid as non-responsive.

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

	1.	Size type/class of vessel:	_Years of experience:
	2.	Size type/class of vessel:	_Years of experience:
	3.	Size type/class of vessel:	_Years of experience:
	4.	Size type/class of vessel:	_Years of experience:
	5.	Size type/class of vessel:	_Years of experience:
B.		<u>REMAINING CREWMEMBERS</u> : The remaining crewmembers mu experience fishing at sea.	ust each have a minimum of one (1) year's
•	Fir	st crewmember's name:	Years of experience:
•	Sec	cond crewmember's name:	Years of experience:
•	Thi	rd crewmember's name:	Years of experience:

If additional boat crew will be aboard during the charter period, list names and experience in space below.

Invitation to Bid # 2014-1100-2319

Bid Schedule

ltem	Quantity	Unit	Price Per Day	Extended
				(25x daily rate)
1	25	Days		

Total Bid Price: _____

ORDERING ADDRESS:

CONTACT: ______ PHONE: ______ CELL PHONE: ______ FAX: _____ EMAIL:

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

Department Contacts:

For bid, contract and procedural questions, please contact

Dave Mitchell at 907-465-4131 or <u>dave.mitchell@alaska.gov</u> .

For vessel and charter work related questions, please contact

Kathrine Howard at 907-267-2141or kathrine.howard@alaska.gov