

INVITATION TO BID (ITB) NUMBER

2018-1200-3898

RETURN THIS BID TO THE ISSUING OFFICE AT:



Department of Public Safety
Division of Administrative Service
Procurement/Supply Section
4805 Dr. Martin Luther King Jr, Ave
Anchorage, AK 99507

THIS IS NOT AN ORDER

DATE ITB ISSUED: February 8, 2018

ITB TITLE: ESTABLISH A CONTRACT FOR FACTORY OVERHAULED, NEW AIRCRAFT ENGINES AND ENGINE CYLINDERS FOR ALASKA WILDLIFE TROOPERS, AIRCRAFT SECTION

SEALED BIDS MUST BE SUBMITTED TO DEPARTMENT OF PUBLIC SAFETY, DIVISION OF ADMINISTRATIVE SERVICES, PROCUREMENT/SUPPLY SECTION OFFICE AT THE ABOVE ADDRESS AND MUST BE TIME AND DATE STAMPED BY THE PURCHASING SECTION NO LATER THAN 1:30 PM AKST ON March 1, 2018, AT WHICH TIME THEY WILL BE PUBLICLY OPENED.

DELIVERY LOCATION: 4827 Aircraft Drive, Anchorage, Alaska 99502

DELIVERY DATE: 30 days

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 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 statement 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.

Christine Mash
Procurement Specialist III
TELEPHONE NUMBER: 907-269-6635
E-MAIL: christine.mash@alaska.gov

COMPANY SUBMITTING BID

AUTHORIZED SIGNATURE

PRINTED NAME

DATE

ALASKA BUSINESS LICENSE NUMBER

FEDERAL TAX ID NUMBER

TELEPHONE NUMBER

*DOES YOUR BUSINESS QUALIFY FOR
THE ALASKA BIDDER PREFERENCE?
[] YES [] NO

*DOES YOUR BUSINESS QUALIFY FOR
THE ALASKA VETERAN PREFERENCE?
[] YES [] NO

*SEE ITB FOR EXPLANATION OF CRITERIA
TO QUALIFY

E-MAIL ADDRESS

STANDARD TERMS AND CONDITIONS
STATE OF ALASKA ITB # 2018-1200-3898
Establish a contract for Factory Overhauled, New Aircraft Engines and Engine Cylinders for
Alaska Wildlife Troopers, Aircraft Section

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 Public Safety
Division of Administration, Procurement/Supply Section
4805 Dr. Martin Luther King Jr. Ave
Anchorage, AK 99508

Attn: Christine Mash

ITB No.: 2018-1200-3898

Opening Date: March 1, 2018 @ 1:30 p.m.

ELECTRONIC BID SUBMISSION: Bids may be emailed to christine.mash@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. Please note that the **maximum** size of a single email (including all text and attachments) that can be received by the state is **20mb (megabytes)**. If the email containing the bid exceeds this size, the bid must be sent in multiple emails that are each less than 20 megabytes and each email must comply with the requirements described above. The state is not responsible for unreadable, corrupt, or missing attachments. It is the bidder's responsibility to contact the issuing office at (907)269-6635 to confirm that the bid has been received. Failure to follow the above instructions may result in the bid being found non-responsive and rejected.

FAX BID SUBMISSION: No Fax Bids are permitted.

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; 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.

STANDARD TERMS AND CONDITIONS

STATE OF ALASKA ITB # 2018-1200-3898

Establish a contract for Factory Overhauled, New Aircraft Engines and Engine Cylinders for
Alaska Wildlife Troopers, Aircraft Section

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 procurement officer of the contracting agency. 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 parties to a contract resulting from this ITB are not liable for the consequences of any failure to perform, or default in performing, any of its obligations under the contract, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the respective party. For the purposes of this ITB, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.

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: If a contractor has a claim arising in connection with a contract resulting from this ITB that it cannot resolve with the State by mutual agreement, it shall pursue a claim, if at all, in accordance with the provisions of AS 36.30.620 – 632.

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.

20. GOVERNING LAW; FORUM SELECTION: A contract resulting from this ITB is governed by the laws of the State of Alaska. To the extent not otherwise governed by section 17 of these Standard Terms and Conditions, any claim concerning the contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

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.

STANDARD TERMS AND CONDITIONS
STATE OF ALASKA ITB # 2018-1200-3898
Establish a contract for Factory Overhauled, New Aircraft Engines and Engine Cylinders for
Alaska Wildlife Troopers, Aircraft Section

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(2)

2. ALASKA VETERAN PREFERENCE: If a bidder qualifies for the Alaska bidder preference under AS 36.30.321(a) and AS 36.30.990(2) 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(2), and is offering goods or services through an employment program as defined under 36.30.990(12), 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(2), 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.

ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES: Prior to the award of a contract, a bidder must hold a valid Alaska business license. However, in order to receive the Alaska Bidder Preference and other related preferences, such as the Alaska Veteran and Alaskans with Disabilities Preference, a bidder must hold a valid Alaska business license at the time designated for bid opening. Bidders should contact the Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing for information on these licenses.

Website: <https://www.commerce.alaska.gov/web/cbpl/ProfessionalLicensing.aspx>

Phone: (907) 465-2550

Email: license@alaska.gov

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 bidder has a valid Alaska business license and has included the license number in the bid (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 statement that the bidder has applied and paid for the Alaska business license.

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

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

At the time designated for bid opening, all bidders must hold any other necessary applicable professional licenses required by Alaska Statute.

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

Alaska Bidder Preference Statement

In order to receive the Alaska Bidder Preference, the bid must also 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 statement 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 statement 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 Department of Public Safety at one of the following numbers no later than February 12, 2018 to make any necessary arrangements.

Telephone: 907-269-6635
E-Mail: christine.mash@alaska.gov
Fax: 907-868-7946

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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 Alaska Veterans Preference, Employment Program Preference, or Alaskans with Disabilities Preference, a bidder must add value by actually performing, controlling, managing, and supervising the services provided, or a bidder must have sold supplies of the general nature solicited to other state agencies, governments, or the general public.

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

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

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

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

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

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

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

CONTRACT INTENT: This Invitation to Bid (ITB) is intended to result in the purchase of aircraft engines and engine cylinders for Lycoming and Continental engines on an as needed basis for the Department of Public Safety, Aircraft Section, Anchorage, Alaska. The State does not guarantee any minimum or maximum number of engines or cylinders that will be purchased throughout the life of 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.

CONTRACT ADMINISTRATION: The administration of this contract is the responsibility of the Procurement Officer, Department of Public Safety. Division of Administration, Procurement/Supply Section.

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

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

BRAND AND MODEL OFFERED: Unless otherwise specified, when brand names and model numbers are used to specify the type and quality of the goods desired, bidders must clearly indicate the brand names and model numbers they intend to provide. The bidder's failure to

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identify the brand and model offered will cause the state to consider the offer non-responsive and reject the bid.

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

SUPPORTING INFORMATION: The state strongly desires that bidders submit all required technical, specification, and other supporting information with their bid, so that a detailed analysis and determination can be made by the contracting officer that the product offered meets the ITB specifications and that other requirements of the ITB have been met. However, provided a bid meets the requirements for a definite, firm, unqualified, and unconditional offer, the state reserves the right to request supplemental information from the bidder, after the bids have been opened, to ensure that the products offered completely meet the ITB requirements. The requirement for such supplemental information will be at the reasonable discretion of the state and may include the requirement that a bidder will provide a sample product(s) so that the state can make a first-hand examination and determination.

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

FIRM, UNQUALIFIED AND UNCONDITIONAL OFFER: Bidders must provide enough information with their bid to constitute a definite, firm, unqualified and unconditional offer. To be responsive a bid must constitute a definite, firm, unqualified and unconditional offer to meet all of the material terms of the ITB. Material terms are those that could affect the price, quantity, quality, or delivery. Also included as material terms are those which are clearly identified in the ITB and which, for reasons of policy, must be complied with at risk of bid rejection for non-responsiveness.

CONTRACT PERIOD: The length of the contract will be from the date of award approximately June 1, 2018, with the option to renew for six additional one year terms at the same price, and under the same terms and conditions, as the original contract. Renewals are to be exercised solely by the state.

CONTRACT PRICE ADJUSTMENTS: Contract prices may be adjusted up or down to coincide with the increase or decrease in the manufacturers current published suggested retail list price. However, the percent discount that is initially established shall be continued during the initial contract and any renewals. The Contractor may request a Percentage Price Increase adjustment, in writing, 30 days prior to the contract renewal date. If a contractor fails to request a Percentage Price Increase adjustment 30 days prior to the renewal date, the adjustment will be effective 30 days after the State receives their written request. The contractor must provide the procurement officer clear and convincing evidence, satisfactory to the state, that all of the following conditions exist:

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1. the increase is the result of increased costs at the manufacturer's level and not costs under the contractor's control, and that;
2. the increase will not produce a higher profit margin for the contractor than that on the original contract, and that;
3. the increase affects only certain items that are clearly identified by the contractor.

Some acceptable forms of the evidence referred to above may take the form of a certified invoice from the manufacturer. The price increase evidence provided by the contractor shall be independently verified and approved by the procurement officer or contract administrator prior to the effective date of the price increase.

PRICE DECREASES/REBATES: During the period of the contract all price decreases experienced and rebates offered by the manufacturer to the contractor must be passed on to the state. A contractor's failure to strictly and faithfully adhere to this clause, within the time required, will be considered in breach of contract.

FACTORY OVERHAULED EQUIPMENT: Factory overhauled engines are acceptable provided they meet the requirements of this clause and the ITB. Factory overhauled equipment is defined as used equipment that has been overhauled by the original equipment manufacturer (OEM) to their standards. All factory overhauled equipment must have the OEM warranty.

BRAND SPECIFIC: Certain items may be designated brand specific. When an item is so designated no substitutions for the brand and model specified will be allowed. In this ITB, all items are to be the brand and model specified, no substitutions will be allowed.

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.

DELIVERY: Indicate, in the space provided under "Bid Schedule", the time required to make delivery after the receipt of an order. Failure to make an entry in the space provided will be construed as an offer to deliver within 30 calendar days after the receipt of an order. Bids that specify deliveries in excess of 30 calendar days after the receipt of an order will be considered non-responsive and the bids will be rejected.

F.O.B POINT FROM: The F.O.B point shall be 4827 Aircraft Drive, Anchorage, Alaska 99502. The contractor shall deliver factory overhauled engines to, and pickup engine cores from, the Alaska Wildlife Troopers, Aircraft Section, 4827 Aircraft Drive, Anchorage, Alaska 99502.

The contractor shall provide a shipping container for engine cores.

The contractor shall prepay all freight charges. The contractor will charge back the actual freight charges, both to and from the manufacturer to the State as a separate item on the State's invoice. A copy of the actual shipping charges is to be attached to the State's invoice.

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F.O.B POINT TO: The F.O.B point shall be 4827 Aircraft Drive, Anchorage, Alaska 99502. The contractor shall deliver factory overhauled engines to, and pickup engine cores from, the Alaska Wildlife Troopers, Aircraft Section, 4827 Aircraft Drive, Anchorage, Alaska 99502.

The contractor shall provide a shipping container for engine cores.

The contractor shall pay all freight charges including packaging and handling for the items purchases and the freight charges for any core return.

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

INVOICES: Invoices must be sent directly to the ordering agency's address shown on the individual Purchase Order, Contract Award or Delivery Order. The ordering agency will only make payment after it receives the merchandise or service and the invoice. Question concerning payment must be addressed to the ordering agency.

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.

PACKAGING: The cost of all packaging must be included in the price bid. All packaging must be new and suitable for shipment and short-term warehouse storage.

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

WARRANTY: The contractor shall be a stocking distributor for both Lycoming and Continental aircraft engines and shall service all warranty claims during the OEM warranty period. If, during this period, faults develop with the unit or components of the unit, they will be repaired or replaced without any cost, including any transportation or freight cost, to the state. Bids, which include supplemental warranties, will be accepted, but supplemental warranties that conflict with or diminish the state's rights under this warranty clause will be considered null and void. The state is not responsible for identifying conflicting warranty conditions before issuing a contract award. After award of the contract:

1. if a conflict arises between the supplemental warranty and the warranty in this ITB, the warranty in the ITB will prevail; and
2. if the state's rights are diminished as a result of application of the supplemental warranty, the supplemental warranty will be considered null and void and the ITB warranty will prevail.

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

SERVICE CONTRACT DEFICIENCIES: The contractor's failure to provide a service required by this contract will be grounds for the state to issue a Service Deficiency Claim (SDC) to the contractor. The SDC will be provided to the contractor in writing. The contractor will advise the state, in writing, of the corrective action being taken.

If a deficiency is not corrected within 7.5 working hours from the time it is issued, the state may issue another SDC and procure, from another contractor, the services necessary to correct the problem. The contractor will then be obligated to reimburse the state for the amount required to correct the problem.

If a contractor gets more than two substantiated SDCs in a 30-day period or a total of five substantiated SDCs in a 60-day period, it will be grounds for the state to declare the contractor in default.

CONTRACT CANCELLATION: The state reserves the right to cancel the contract at its convenience upon 30 calendar days 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.

METHOD OF AWARD: Award will be made to the lowest responsive and responsible bidder. In order to be considered responsive, bidders must bid on all items.

SPECIFICATIONS

The contractor shall deliver aircraft engine cylinders and factory over hauled engines, and pick up engine cores from the Alaska Wildlife Troopers, Aircraft Section, 4827 Aircraft Drive, Anchorage, Alaska 99502.

The contractor shall provide a shipping container for engine cores.

The contractor shall provide documentation showing the current list price for the engines and engine cylinders being purchased with their bid schedule.

All engine specifications shall be described by the Alaska Wildlife Troopers, Aircraft Section on the delivery order, and shall be strictly adhered to by the contractor. Any discrepancies shall be corrected at the contractor's expense.

The Lycoming engines shall be Textron Lycoming factory "0" hour overhauled exchanged. Engines shall have new cylinders installed (reconditioned cylinders are not acceptable). All magnetos, carburetors, and starters shall be overhauled. New ignition harnesses shall be installed. Lycoming does not offer overhauled engines without a core. If the purchase of a Lycoming engine without a usable core for exchange becomes necessary, a new engine shall be purchased at the same discounted percentage offered.

The Continental engines shall be a Teledyne Continental Motors, Inc. factory "0" hour overhauled exchange. Engines shall have new cylinders installed (reconditioned cylinders are not acceptable). All magnetos, carburetors, and fuel injection systems and starters shall be overhauled. Non-congealing oil cooler shall be installed in each engine. New ignition harnesses shall be installed.

The following engines are currently operated by Alaska Wildlife Troopers, Aircraft Section, and will be used in the foreseeable future. This list may change as the department's mission and aircraft change.

<u>Lycoming Engines</u>	<u>Estimated annual usage</u>
Model O-320 B2B	4
Model O-320 D2J	1
Model O-360 A4M	1
Model O-360 C4P	1
Model O-540 F1B5	1

<u>Teledyne Continental Engines</u>	<u>Estimated annual usage</u>
Model IO-520 D	1
Model IO-520 F	1

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<u>Lycoming Cylinders</u>	<u>Estimated annual usage</u>
Part # 05K21100	4
Part # 05K21102	6
Part # 05K21104	4
 <u>Continental Cylinders</u>	 <u>Estimated annual usage</u>
Part # 655469A7	6

BID SCHEDULE

Bidders are to indicate the percentage discounted from the manufacturer's current published suggested retail list price for the following engines and cylinders.

1. Lycoming engines _____%
2. Teledyne Continental engines _____%
3. Lycoming cylinders _____%
4. Continental cylinders _____%

1. Lycoming O-320-B2B engine, Part # HENPL-RT8493

A (Factory "0" hour overhauled with core):

\$ _____ - _____% = \$ _____ x $\frac{1}{\text{Each}}$ = \$ _____
(Manufacturer's suggested retail price) (% discount offered) (Total price offered) (Each)

Freight cost, engine to FOB, and freight cost core from FOB \$ _____
(Total A)

A1 (New without core):

\$ _____ - _____% = \$ _____ x $\frac{1}{\text{Each}}$ = \$ _____
(Manufacturer's suggested retail price) (% discount offered) (Total price offered) (Each)

Freight cost, engine to FOB \$ _____
(Total A1)

2. Lycoming O-320-D2J engine, Part # HENPL-RT9677

B (Factory "0" hour overhauled with core):

\$ _____ - _____% = \$ _____ x $\frac{1}{\text{Each}}$ = \$ _____
(Manufacturer's suggested retail price) (% discount offered) (Total price offered) (Each)

Freight cost, engine to FOB, and freight cost core from FOB \$ _____
(Total B)

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B1 (New without core):

\$ _____ - _____ % = \$ _____ x $\frac{1}{\text{Each}}$ = \$ _____
(Manufacturer's (% discount offered) (Total price offered) (Each)
suggested retail price)

Freight cost, engine to FOB \$ _____
(Total B1)

3. Lycoming O-360-A4M engine, Part # HENPL-RT9399

C (Factory "0" hour overhauled with core):

\$ _____ - _____ % = \$ _____ x $\frac{1}{\text{Each}}$ = \$ _____
(Manufacturer's (% discount offered) (Total price offered) (Each)
suggested retail price)

Freight cost, engine to FOB, and freight cost core from FOB \$ _____
(Total C)

C1 (New without core):

\$ _____ - _____ % = \$ _____ x $\frac{1}{\text{Each}}$ = \$ _____
(Manufacturer's (% discount offered) (Total price offered) (Each)
suggested retail price)

Freight cost, engine to FOB \$ _____
(Total C1)

4. Lycoming O-360-C4P engine, Part # HENPL-RT9394

D (Factory "0" hour overhauled with core):

\$ _____ - _____ % = \$ _____ x $\frac{1}{\text{Each}}$ = \$ _____
(Manufacturer's (% discount offered) (Total price offered) (Each)
suggested retail price)

Freight cost, engine to FOB, and freight cost core from FOB \$ _____
(Total D)

D1 (New without core):

\$ _____ - _____ % = \$ _____ x $\frac{1}{\text{Each}}$ = \$ _____
(Manufacturer's (% discount offered) (Total price offered) (Each)
suggested retail price)

Freight cost, engine to FOB \$ _____

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(Total D1)

5. Lycoming O-540-F1B5 engine, Part # HENPL-RT9793

E (Factory "0" hour overhauled with core):

\$ _____ - _____ % = \$ _____ x 1 = \$ _____
(Manufacturer's (% discount offered) (Total price offered) (Each)
suggested retail price)

Freight cost, engine to FOB, and freight cost core from FOB \$ _____
(Total E)

E1 (New without core):

\$ _____ - _____ % = \$ _____ x 1 = \$ _____
(Manufacturer's (% discount offered) (Total price offered) (Each)
suggested retail price)

Freight cost, engine to FOB \$ _____
(Total E1)

6. Teledyne Continental IO-520D engine, Part # IO520D108BR

F (Factory "0" hour overhauled with core):

\$ _____ - _____ % = \$ _____ x 1 = \$ _____
(Manufacturer's (% discount offered) (Total price offered) (Each)
suggested retail price)

Freight cost, engine to FOB, and freight cost core from FOB \$ _____
(Total F)

F1 (New without core):

\$ _____ - _____ % = \$ _____ x 1 = \$ _____
(Manufacturer's (% discount offered) (Total price offered) (Each)
suggested retail price)

Freight cost, engine to FOB \$ _____
(Total F1)

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7. Teledyne Continental IO-520F engine, Part # IO520F64BR
G (Factory "0" hour overhauled with core):

\$ _____ - _____ % = \$ _____ x 1 = \$ _____
(Manufacturer's (% discount offered) (Total price offered) (Each)
suggested retail price)

Freight cost, engine to FOB, and freight cost core from FOB \$ _____
(Total G)

G1 (New without core):

\$ _____ - _____ % = \$ _____ x 1 = \$ _____
(Manufacturer's (% discount offered) (Total price offered) (Each)
suggested retail price)

Freight cost, engine to FOB \$ _____
(Total G1)

8. Cylinders, new: Lycoming O-320-B2B/D2J, Part #05K21100
H:

\$ _____ - _____ % = \$ _____ x 1 = \$ _____
(Manufacturer's (% discount offered) (Total price offered) (Each)
suggested retail price)

Freight cost, cylinder to FOB \$ _____
(Total H)

9. Cylinders, new: Lycoming O-540FIB5, Part #05K211102
I:

\$ _____ - _____ % = \$ _____ x 1 = \$ _____
(Manufacturer's (% discount offered) (Total price offered) (Each)
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Freight cost, cylinder to FOB \$ _____
(Total I)

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10. Cylinders, new: Lycoming O-360A4M/C4P, Part #05K21104

J:

\$ _____ - _____ % = \$ _____ x 1 = \$ _____
(Manufacturer's (% discount offered) (Total price offered) (Each)
suggested retail price)

Freight cost, cylinder to FOB \$ _____
(Total J)

11. Cylinders, new: Continental IO-520D/F, Part #655469A7

K:

\$ _____ - _____ % = \$ _____ x 1 = \$ _____
(Manufacturer's (% discount offered) (Total price offered) (Each)
suggested retail price)

Freight cost, cylinder to FOB \$ _____
(Total K)

Total of all items (A through K) = \$ _____

Company name: _____

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

DELIVERY: Indicate, in the space provided under "Bid Schedule", the time required to make delivery after receipt of an order. Failure to make an entry in the space provided shall be construed as an offer to deliver with 30 calendar days after receipt of an order. Bids that specify delivers in excess of 30 calendar days after the receipt of an order shall be considered nonresponsive and bids shall be rejected. If the contractor's supplier has the engine or cylinder being ordered in stock and it can be delivered earlier, the contractor shall deliver the item in a timely manner. However, the State shall not pay for expedited shipping without advance approval from the State.

The State does not guarantee any minimum or maximum purchase. Any contract resulting from this ITB shall not exceed a value of \$700, 000 for the life of the contract, including renewal option years.

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BID SCHEDULE (cont.)

GUARANTEED DELIVERY: _____ calendar days after receipt of order.

ORDERING ADDRESS: _____

Contact: _____

Phone: _____

Toll Free: _____

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