

# Invitation to Bid

Department of Natural Resources

**NUMBER**

ITB 10 200000021 - 1

**DATE OF ISSUE**

February 12, 2020

**TITLE OF SOLICITATION:**

Aviation Fuel Dispensing Services for Forestry in Palmer, AK

**DEADLINE FOR RESPONSES:**

March 04, 2020

14:00:00 Alaska Time

**BID RECEIVING LOCATION**

Support Services ANC Admin  
Attn: Procurement  
550 West 7th Avenue  
Suite 1330  
Anchorage, AK 99501-3564

**VENDOR:**

**Name:**

**Address:**

**City, State, Zip Code:**

**Phone #:**

**Email Address:**

**Contact Name:**

**Contact Email:**

**Vendor #:**

**PURPOSE OF SOLICITATION:**

The State of Alaska, Department of Natural Resources, Division of Forestry is soliciting competitive bids for a qualified contractor to provide aviation fuel dispensing services for the Division of Forestry at the Palmer Municipal Airport in Palmer, Alaska. Specific requirements can be found in the ITB attached to this posting.

Important Notice: If you receive this solicitation from the State's Online Public Notice website or IRIS Vendor Self Service portal, you must register with the DNR Procurement Section to receive subsequent amendments. Registration must be in writing and may be made via email to [dnr.ssd.procurement@alaska.gov](mailto:dnr.ssd.procurement@alaska.gov). Failure to register with the DNR Procurement Section may result in rejection of your offer.

ADA: The State of Alaska complies with Title II of the Americans with Disabilities Act of 1990. Individuals with disabilities who may need auxiliary aids, services, and/or special modifications to submit a bid should contact the DNR Procurement Section via email to [dnr.ssd.procurement@alaska.gov](mailto:dnr.ssd.procurement@alaska.gov), fax to 907-269-8909, telephone at 907-269-8666 or 269-8687, or TDD at 907-269-8411 not later than 10 calendar days prior to the bid closing date to make necessary arrangements.

Telephone: 907-269-8687

Email: [dnr.ssd.procurement@alaska.gov](mailto:dnr.ssd.procurement@alaska.gov)

**THIS IS NOT AN ORDER.**

**SIGNATURE OF AUTHORIZED AGENT IS REQUIRED UNLESS RESPONSE IS SUBMITTED ELECTRONICALLY.**

Signature X \_\_\_\_\_ Date \_\_\_\_\_

**BID SCHEDULE**

Event Date	Event Description
02/19/20	Pre-Bid Conference
02/24/20	Questions Due
03/04/20	Solicitation Closing Date/Time

**LINE ITEMS**

Line No.	Description	Quantity	Unit	Unit Cost
1	Aviation Fuel Dispensing Services for Forestry in Palmer, AK			
Start Date	End Date	Delivery Date	F.O.B. Point	Extended Line Total
04/15/20	04/14/21			

**Extended Description:**

Aviation fuel dispensing services for the Division of Forestry at the Palmer Municipal Airport in Palmer, Alaska, as specified within the attached ITB.

**EVALUATION CRITERIA**

Code	Criteria Description	Points	Vendor Response (DO NOT LIST PRICES IN THIS SECTION. UNIT PRICES AND TOTAL PRICES MUST BE FILLED IN ADJACENT TO THEIR LINE ITEMS.)
18	Cost 100%	100	
12	Minimum Req		

**PREFERENCES**

Does your business qualify for the Alaska bidder preference?

☐

Yes

☐

No

Does your business qualify for the Alaska veteran preference?

☐

Yes

☐

No

**Important Notice:** If you received this solicitation from the State of Alaska's "Vendor Self-Service" web site, you must register with the procurement officer to receive subsequent amendments. Failure to contact the procurement officer may result in the rejection of your offer.

**PROCUREMENT OFFICER:** Shawn Olsen

**TELEPHONE NUMBER:** (907)269-8687

**EMAIL:** shawn.olsen@alaska.gov

Terms and Conditions		
No.	Name	Section
001	Invitation To Bid	1

<b>Solicitation Assemble</b> <b>200000021</b>	<b>Document Phase</b> <b>Final</b>	<b>Document Description</b> Aviation Fuel Dispensing Services for Forestry in Palmer, AK	<b>Page 3 of 58</b>
--	---------------------------------------	--	---------------------

## TABLE OF CONTENTS

Section	Description	Page
<b>1.</b>	<b>INTRODUCTION AND INSTRUCTIONS</b>	<b>5</b>
1.01	Purpose of the Invitation to Bid (ITB)	5
1.02	Deadline for Receipt of Bids	5
1.03	Prior Experience	5
1.04	Invitation to Bid Review	5
1.05	Questions Prior to Deadline for Receipt of Bids	5
1.06	Site Inspection	5
1.07	Submitting Bids	5
1.08	Enrollment in IRIS	6
1.09	Bid Forms	6
1.10	Prices	7
1.11	Pre-Bid Conference	7
1.12	Assistance to Bidders with a Disability	7
1.13	Amendments to Bids	7
1.14	Amendments to the ITB	8
1.15	ITB Schedule	8
1.16	Alternate Bids	8
1.17	Supporting Information	8
1.18	Firm, Unqualified and Unconditional Offer	8
1.19	Definitions and Abbreviations	9
<b>2.</b>	<b>CONTRACT INFORMATION</b>	<b>11</b>
2.01	Contract Term	11
2.02	Contract Administration	11
2.03	Contract Funding	9
2.04	Contract Extension	11
2.05	Contract Changes – Unanticipated Amendments	11
2.06	Subcontractors	11
2.07	Joint Ventures	11
2.08	Contract Performance Location	10
2.09	Right to Inspect Place of Business	12
2.10	Specifications	12
2.11	Inspection & Modification – Reimbursement for Unacceptable Deliverables	12
2.12	Continuing Obligation of Contractor	13
2.13	Indemnification	13
2.14	Insurance	13
2.15	Scope of Work	14
<b>3.</b>	<b>CONTRACT INVOICING AND PAYMENTS</b>	<b>44</b>
3.01	Billing Instructions	44
3.02	Payment for State Purchases	44
3.03	Prompt Payment for State Purchases	44
3.04	Third-Party Financing Agreements Not Allowed	44
<b>4.</b>	<b>EVALUATION AND CONTRACTOR SELECTION</b>	<b>45</b>
4.01	Evaluation of Bids	45
4.02	Application of Preferences	45
4.03	Alaska Bidder Preference	46
4.04	Alaska Veteran Preference	46

Solicitation Assemble 200000021		Document Phase Final	Document Description Aviation Fuel Dispensing Services for Forestry in Palmer, AK	Page 4 of 58
4.05	Employment Program Preference			46
4.06	Alaska with Disabilities Preference			47
4.07	Preference Qualification Letter			47
4.08	Extension of Prices			47
4.09	Method of Award			47
4.10	Notice of Intent to Award			47
<b>5.</b>	<b>GENERAL PROCESS AND LEGAL INFORMATION</b>			<b>48</b>
5.01	Alaska Business License and Other Required Licenses			48
5.02	Authority			48
5.03	Compliance			48
5.04	Suitable Materials, Etc.			49
5.05	Specifications			49
5.06	Contractor Site Inspection			49
5.07	Order Documents			49
5.08	Human Trafficking			49
5.09	Right of Rejection			49
5.10	State Not Responsible for Preparation Costs			50
5.11	Disclosure of Bid Contents			50
5.12	Assignments			50
5.13	Force Majeure (Impossibility to Perform)			51
5.14	Default			51
5.15	Disputes			51
5.16	Severability			51
5.17	Contract Cancellation			51
5.18	Governing Law, Forum Selection			51
5.19	Solicitation Advertising			51
5.20	Qualified Bidders			51
5.21	Federally Imposed Tariffs			52
5.22	Protests			52
<b>6.</b>	<b>ATTACHMENTS</b>			<b>54</b>
6.01	Attachments			54
	Attachment 1 – Federal Debarment, Suspension, Etc. Certification Form			55
	Attachment 2 – Bid Schedule			57

<b>Solicitation Assemble</b> 200000021	<b>Document Phase</b> Final	<b>Document Description</b> Aviation Fuel Dispensing Services for Forestry in Palmer, AK	<b>Page 5 of 58</b>
---	--------------------------------	--	---------------------

## ***SECTION 1. INTRODUCTION & INSTRUCTIONS***

### **SEC. 1.01 PURPOSE OF THE INVITATION TO BID (ITB)**

The Department of Natural Resources (DNR), Division of Forestry (DOF), is soliciting bids for a qualified contractor to provide aviation fuel, and fuel dispensing services at the DOF MatSu Area facility located at the Palmer Airport, in Palmer, Alaska.

### **SEC. 1.02 DEADLINE FOR RECEIPT OF BIDS**

Bids must be received no later than 2:00 PM Alaska Time on March 4, 2020, at which time they will be publicly opened. Late bids or amendments will be disqualified and not opened or accepted for evaluation.

### **SEC. 1.03 PRIOR EXPERIENCE**

No specific minimums have been set for this ITB.

### **SEC. 1.04 INVITATION TO BID REVIEW**

Bidders shall carefully review this ITB for defects and questionable or objectionable material. Comments concerning defects and questionable or objectionable material in the ITB should be made in writing and received by the procurement officer at least ten days before the 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.

### **SEC. 1.05 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF BIDS**

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

### **SEC. 1.06 SITE INSPECTION**

Potential bidders are encouraged to familiarize themselves with the work site location so that they can have an understanding with the conditions under which the work described in this ITB will be performed. The bidder's failure to not be familiar with the work site will in no way relieve the bidder of the responsibility of performing the work in strict compliance with the true intent and meaning of the terms, conditions and specifications of this ITB

### **SEC. 1.07 SUBMITTING BIDS**

Faxed bids, oral bids, or bids submitted through IRIS Vendor Self-Service (VSS), are not acceptable, and will be rejected by the State.

Bidders must submit one hard copy of their bid, in writing, to the procurement officer in a sealed package. The sealed bid package must be addressed as follows:

<b>Solicitation Assemble</b> <b>200000021</b>	<b>Document Phase</b> <b>Final</b>	<b>Document Description</b> Aviation Fuel Dispensing Services for Forestry in Palmer, AK	<b>Page 6 of 58</b>
--	---------------------------------------	--	---------------------

Department of Natural Resources  
Division of Support Services  
Attention: Shawn M. Olsen  
Invitation to Bid (ITB) Number: 200000021  
ITB Title: Aviation Fuel Dispensing Services for Forestry in Palmer, AK  
550 West 7<sup>th</sup> Avenue, Suite 1330  
Anchorage, Alaska 99501

If submitting a bid via email, the bid may be emailed to [dnr.ssd.procurement@alaska.gov](mailto:dnr.ssd.procurement@alaska.gov) and must contain the ITB number in the subject line of the email. The maximum size of a single email (including all text and attachments) that can be received by the state is 20mb (megabytes). If the email containing the bid exceeds this size, the bid must be sent in multiple emails that are each less than 20 megabytes and each email must comply with the requirements described above.

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

It is the bidder's responsibility to contact the issuing agency at (907) 269-8687 to confirm that the bid has been received. The State is not responsible for unreadable, corrupt, or missing attachments.

#### **SEC 1.08 ENROLLMENT IN IRIS**

Bidders will be required to be enrolled in the State of Alaska's Integrated Resource Information System (IRIS) database prior to award of a contract resulting from this ITB. Enrollment can be done online at the following link: <http://doa.alaska.gov/dof/iris/vendor.html>. Bidders who are not enrolled prior to award of a contract will be notified by DNR Procurement and be required to either enroll via IRIS Vendor Self Service (IRIS VSS) or provide documentation required by the DNR Procurement Officer for enrollment. Failure of a bidder to enroll in the IRIS database or provide required documentation to the DNR Procurement Officer will delay award of the contract and may delay issuance of Resource Orders or Delivery Orders for contract work.

#### **SEC. 1.09 BID FORMS**

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

#### **BIDDER'S CERTIFICATION**

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

- (a) the laws of the State of Alaska;
- (b) the applicable portion of the Federal Civil Rights Act of 1964;
- (c) the Equal Employment Opportunity Act and the regulations issued thereunder by the federal and state government;

<b>Solicitation Assemble</b> 200000021	<b>Document Phase</b> Final	<b>Document Description</b> Aviation Fuel Dispensing Services for Forestry in Palmer, AK	<b>Page 7 of 58</b>
---	--------------------------------	--	---------------------

- (d) the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the and federal and state government;
- (e) all terms and conditions set out in this ITB;
- (f) the price(s) submitted was arrived at independently arrived and without collusion, under penalty of perjury; and
- (g) that the offers will remain open and valid for at least 90 days.

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

## **CONFLICT OF INTEREST**

Each bid shall include a statement indicating whether or not the company or any individuals working on the contract has a possible conflict of interest (e.g., currently employed by the State of Alaska or formerly employed by the State of Alaska within the past two years) and, if so, the nature of that conflict. The procurement officer reserves the right to consider a bid non-responsive and reject it or cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the contract to be performed by the bidder.

### **SEC. 1.10 PRICES**

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

### **SEC. 1.11 PRE-BID CONFERENCE**

There will be a pre-bid conference on February 19, 2020, beginning at 2:30 PM in the Spruce Conference Room located at the DOF Administrative Building, 101 Airport Road, Palmer, Alaska. Adequate parking is available at this facility. The conference may take several hours depending on the length of discussion of individual provisions. Participants should read the ITB and come to the meeting prepared to discuss any concerns.

### **SEC. 1.12 ASSISTANCE TO BIDDERS WITH A DISABILITY**

Bidders with a disability may receive accommodation regarding the means of communicating this ITB or participating in the procurement process. For more information, contact the procurement officer no later than 10 days prior to the deadline for receipt of bids.

### **SEC. 1.13 AMENDMENTS TO BIDS**

Amendments to or withdrawals of bids will only be allowed if acceptable requests are received prior to the deadline that is set for receipt of bids. No amendments or withdrawals will be accepted after the deadline unless they are in response to the State's request in accordance with 2 AAC 12.290.

<b>Solicitation Assemble</b> 200000021	<b>Document Phase</b> Final	<b>Document Description</b> Aviation Fuel Dispensing Services for Forestry in Palmer, AK	<b>Page 8 of 58</b>
---	--------------------------------	--	---------------------

## **SEC. 1.14 AMENDMENTS TO THE ITB**

If an amendment is issued, it will be provided to all who were notified of the ITB and to those who have registered with the procurement officer after receiving the ITB from the State of Alaska Online Public Notice website.

## **SEC. 1.15 ITB SCHEDULE**

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

Issue Date / ITB Released: February 12, 2020

Questions Due: February 24, 2020 by 2:00 PM

Deadline for Receipt of Bids / Bid Due Date: March 4, 2020 by 2:00 PM

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

## **SEC. 1.16 ALTERNATE BIDS**

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

## **SEC 1.17 SUPPORTING INFORMATION**

Bidders shall submit all required technical, specification, and other supporting information with their bid, so that a detailed analysis and determination can be made by the procurement 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.

## **SEC. 1.18 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 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.



<b>Solicitation Assemble</b> 200000021	<b>Document Phase</b> Final	<b>Document Description</b> Aviation Fuel Dispensing Services for Forestry in Palmer, AK	<b>Page 9 of 58</b>
---	--------------------------------	--	---------------------

## **SEC. 1.19 DEFINITIONS AND ABBREVIATIONS**

The following definitions and abbreviations are applicable throughout this ITB and the contract awarded from it:

### **(a) Designated State Representative**

The DNR, DOF, employee that handles day-to-day operations and operational issues at the Forestry Palmer facility.

### **(b) Aircraft Fuel Servicing Tank Refueler (Refueler)**

Commonly referred to as a “refueler” in this ITB. Any refueler tank truck, tank pull trailer, tank semi-trailer, or tank refueler designed for or employed in the transportation and transfer of fuel into or from an aircraft.

DNR will accept a trailer that meets all specifications including brakes. The portions of the equipment requirements that apply to the drivetrain would be applied to the tow vehicle and the rest would be applied to the trailer. Both tow vehicle and trailer would be assigned to the contract and inspected as a combination.

### **(c) Aircraft Servicing Ramp or Apron**

An area or position at an airport used for fuel servicing of aircraft.

### **(d) Aviation Gasoline (AvGas)**

All gasoline grades of fuel for reciprocating engine-powered aircraft of various octane ratings.

### **(e) Jet Fuel**

Jet A or Jet A-1, and/or a blend of gasoline and kerosene grades, Jet B or JP-4, of fuel for jet engine powered aircraft by whatever trade name or designation.

### **(f) Deadman Control**

A device that will prevent the flow of fuel from the system to any hose, including the hose between a hydrant and a hydrant cart, unless the control is held open by an operator (under wing refueling only).

### **(g) Filter/Separator Unit**

A cylindrical tank housing elements or cartridges designed for coalescing and removing water and solid particles as the fuel passes through the equipment.

### **(h) NFPA**

Abbreviation for National Fire Protection Agency.

### **(i) API**

Abbreviation for the American Petroleum Institute.

### **(j) IP**

Abbreviation for the Institute of Petroleum.

<b>Solicitation Assemble</b> 200000021	<b>Document Phase</b> Final	<b>Document Description</b> Aviation Fuel Dispensing Services for Forestry in Palmer, AK	<b>Page 10 of 58</b>
---	--------------------------------	--	----------------------

**(k) ASTM**

Abbreviation for the American Society for Testing and Materials.

**(l) AMD**

Abbreviation for Aviation Management Directorate, Dept. of the Interior.

**(m) Baffle**

A non-liquid-tight transverse partition in a cargo tank.

**(n) Bulkhead**

A liquid-tight transverse closure between compartments of a cargo tank.

**(o) Compartment**

A liquid-tight division in a cargo tank.

**(p) Fixed Fueling System**

An arrangement of aviation fuel storage, pumps, piping, and associated equipment plus dispensing hydrants, cabinets or pits in an airport designed to service aircraft from locations established by the installation of the equipment.

**(q) ATA**

Abbreviation for American Transportation Association.

<b>Solicitation Assemble</b> 200000021	<b>Document Phase</b> Final	<b>Document Description</b> Aviation Fuel Dispensing Services for Forestry in Palmer, AK	<b>Page 11 of 58</b>
---	--------------------------------	--	----------------------

## ***SECTION 2. CONTRACT INFORMATION***

### **SEC. 2.01 CONTRACT TERM**

The length of the contract will be from the date of award, approximately April 1, 2020, through March 31, 2025. Renewal or extensions options may be authorized subject to the requirements of the State of Alaska procurement code.

### **SEC. 2.02 CONTRACT ADMINISTRATION**

Overall contract management for contracts resulting from this ITB are Procurement Specialists assigned to the Department of Natural Resources, Support Services Division, Procurement Section (DNR Procurement). Procurement Specialists assigned to DNR Procurement can be reached by telephone at 907-269-8666 or 907-269-8687; by fax at 907-269-8909; or by email at [dnr.ssd.procurement@alaska.gov](mailto:dnr.ssd.procurement@alaska.gov). Any changes, amendments, disputes, or other contractual matters shall be directed to the DNR Procurement Section.

### **SEC. 2.03 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.

### **SEC. 2.04 CONTRACT EXTENSION**

Unless otherwise provided in this ITB, the State and the successful bidder/Contractor agree: (1) The State may, at its discretion, extend the period of performance on a weekly basis for a period not to exceed 45 calendar days. The Contractor will be notified in writing a minimum of 3 calendar days before the beginning of an extension. (2) Extensions will be subject to the same terms, conditions, and specifications as the original contract. Extensions will be paid at the contract price.

### **SEC. 2.05 CONTRACT CHANGES – UNANTICIPATED AMENDMENTS**

During the course of this contract, the Contractor may be required to perform additional work. That work will be within the general scope of the initial contract. When additional work is required, the state will provide the Contractor a written description of the additional work and request the contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work. Cost and pricing data must be provided to justify the cost of such amendments per AS 36.30.400.

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

### **SEC. 2.06 SUBCONTRACTORS**

Subcontractors will not be allowed.

### **SEC. 2.07 JOINT VENTURES**

Joint ventures will not be allowed.

<b>Solicitation Assemble</b> 200000021	<b>Document Phase</b> Final	<b>Document Description</b> Aviation Fuel Dispensing Services for Forestry in Palmer, AK	<b>Page 12 of 58</b>
---	--------------------------------	--	----------------------

## **SEC. 2.08 CONTACT PERFORMANCE LOCATION**

The location(s) the work is to be performed, completed and managed at the Palmer Airport in Palmer, Alaska.

The State will not provide workspace for the Contractor. The Contractor must provide its own workspace.

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.

## **SEC. 2.09 RIGHT TO INSPECT PLACE OF BUSINESS**

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

## **SEC. 2.10 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.

## **SEC. 2.11 INSPECTION & MODIFICATION – REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES**

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

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

<b>Solicitation Assemble</b> 200000021	<b>Document Phase</b> Final	<b>Document Description</b> Aviation Fuel Dispensing Services for Forestry in Palmer, AK	<b>Page 13 of 58</b>
---	--------------------------------	--	----------------------

## **SEC. 2.12 CONTINUING OBLIGATION OF CONTRACTOR**

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

## **SEC. 2.13 INDEMNIFICATION**

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

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

## **SEC. 2.14 INSURANCE**

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

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

**Proof of insurance is required for the following:**

### **Workers' Compensation Insurance:**

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

### **Commercial General Liability Insurance:**

Covering all business premises and operations used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$500,000 combined single limit per occurrence. **The Contractor’s policy must include a Fuel Spill Endorsement with a minimum coverage up to the policy limit.**

<b>Solicitation Assemble</b> 200000021	<b>Document Phase</b> Final	<b>Document Description</b> Aviation Fuel Dispensing Services for Forestry in Palmer, AK	<b>Page 14 of 58</b>
---	--------------------------------	--	----------------------

**Commercial Automobile Liability Insurance:**

Covering all vehicles used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per occurrence.

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

**SEC. 2.15 SCOPE OF WORK, SPECIFICATIONS, AND OTHER TERMS AND CONDITIONS**

**(a) FUEL SPECIFICATIONS**

Aviation fuel supplied under the contract resulting from this ITB shall fully meet or exceed the requirements of the applicable specification referenced.

**(i) JET A FUEL**

Jet A fuel shall meet or exceed ASTM Standard Specification D-1655 for Aviation Turbine Fuels.

**(ii) AVIATION GASOLINE (AvGas) 100**

AvGas 100 shall meet or exceed ASTM Standard Specification D-910 for AvGas Grade 100LL.

**(b)** All Jet A and 100LL aviation fuel will be provided by the Contractor for this contract. Stationary bulk fuel storage will not be allowed on the DOF's site. Also, bulk fuel cannot be stored in above ground tanks at the Forestry facility. Due to the dependence of fuel availability and its effect on wild land fire suppression capabilities, the Contractor must contact the designated State representative daily and provide an inventory of available fuel.

The Contractor must notify the State at any time the Contractors inventory, on site, of Jet A becomes less than 10,000 gallons and less than 2500 gallons of 100LL.

**(c)** The Contractor is responsible for all operations associated with dispensing of fuel from the Contractors fuel trucks to State aircraft.

A contract resulting from this ITB will require performing into-plane fueling operations in support of aircraft at the Forestry Facility located at Palmer, Alaska. Typical aircraft to be refueled may include, but is not limited to, BAE RJ85/146; Conair 580, Q400, MD80, Canadair CL-215, Canadair CL-415; Lockheed C-130; Shorts 330; Casa 212; Pilatus PC-7; Aero Commander 500; DeHavilland DHC-2 and DeHavilland DHC-6; Bell Helicopter series, B205, B206, B212, B214, and B412; Euro Copter AS350B; and UH-60 series Blackhawk helicopters.

**(d) Contract Performance**

During the Period of Performance, the Contractor shall provide sufficient personnel and refueling equipment seven days a week at the Forestry Facility located in Palmer. The Contractor may provide refueling services to other users during the Period of Performance provided these services do not conflict with the needs of the State. The Contractor shall begin refueling service within 20 minutes from request, or engine shutdown, whichever is later. The Contractor shall complete refueling of light aircraft, excluding defueling, within 25 minutes.

<b>Solicitation Assemble</b> 200000021	<b>Document Phase</b> Final	<b>Document Description</b> Aviation Fuel Dispensing Services for Forestry in Palmer, AK	<b>Page 15 of 58</b>
---	--------------------------------	--	----------------------

## **(e) REFUELING AND DEFUELING OPERATIONS**

### **(i) Hours of Operation**

Hours of operation at Palmer will vary depending on the flight schedule. Aircraft flights are normally scheduled between 8:00 a.m. and 10:00 p.m., but occasionally are on a 24-hour schedule.

### **(ii) Standby Operations**

The designated Forestry representative will furnish the Contractor with a standby schedule. Standby means in readiness to perform refueling operations. The Contractor's personnel may leave the base during the standby period when approved by Forestry personnel.

### **(iii) Defueling**

On occasion, there may be a requirement to defuel an aircraft. Defueling will be done under the direction of the designated State representative.

## **(f) REQUIRED EQUIPMENT**

The Contractor shall furnish all necessary equipment, supplies, and personnel to perform services described in this ITB and the resulting contract. This includes, at a minimum, two Jet A refuelers with a combined capacity of no less than 9,000 gallons; one AvGas 100LL refueler with a capacity of no less than 1,200 gallons.

Refueling equipment may be new or used. The refuelers must have been originally designed to deliver fuel and manufactured no earlier than 1980. The Contractor may utilize additional equipment types and capacities with prior written approval of the Procurement Officer. Refueling equipment shall conform to ATA 103, NFPA 407, NFPA 385, and UDSI/AMD specifications.

The Contractor, using their refueling equipment, facilities, and personnel, shall receive, transport, issue, and otherwise be responsible for vendor-owned petroleum products. The Contractor shall perform all fuel handling operations in accordance with the applicable practices outlined in the most current version of ATA 103, NFPA 407, and NFPA 385, the Department of the Interior Aviation Fuel Handling Handbook, and this contract. Safety and environmental precautions shall be followed during all fuel handling and storage operations, including compliance with facility Spill Prevention Control and Countermeasures Plan (SPCCP). The Contractor will be responsible to conform to all applicable federal, state and local regulations.

## **(g) REFUELING EQUIPMENT LISTING**

The Contractor shall provide a list of refueling equipment to the Procurement Officer to identify the type of filter/separator vessels and elements used. List to be provided is to include fuel filtration equipment, components, and refuelers performance capability as specified within this section.

<b>Solicitation Assemble</b> 200000021	<b>Document Phase</b> Final	<b>Document Description</b> Aviation Fuel Dispensing Services for Forestry in Palmer, AK	<b>Page 16 of 58</b>
---	--------------------------------	--	----------------------

**For bids submitted in response to this ITB, a copy of the list is to be provided to DNR Procurement with the bid.**

For subsequent contract years, the successful contractor must provide the list to the Procurement Officer or designated State representative one month before the period of performance.

An initial acceptance inspection for compliance with contract requirements will be done by a State representative prior to equipment use. In the event that the refueling equipment is not positioned in Palmer, an initial acceptance inspection will be conducted within the State prior to refuelers being shipped or transported to Palmer. The Contractor will reimburse the State for the costs associated with inspections that occur at any locations other than Palmer. These costs include travel/transportation, wages, and per diem for 1 inspector.

All safety discrepancies must be corrected prior to acceptance and use. Fuel samples shall be analyzed to validate refueling equipment filter capabilities to meet contract performance standards. The State will submit and bear the cost of the analysis of the fuel samples. The Contractor shall perform and bear the costs of equipment repairs or replacements. Acceptance inspections shall be accomplished whenever refuelers undergo pumping or filtering system modification.

The Contractor shall provide a written description of aviation fuel filtration equipment that will be used in support of a contract resulting from this ITB. This description must contain the following:

- (i) Filter vessel identification number and manufacturer;
- (ii) Designed and actual flow rates;
- (iii) Maximum design and actual differential pressure allowed;
- (iv) Maximum service time (elements);
- (v) Date in service (elements);
- (vi) Date due replacement (elements);
- (vii) System operating pressure.

Aviation fuel filters used must be American Petroleum Institute (API) or Institute of Petroleum (IP) qualified. API Bulletin 1581 is the standard used for aviation fuel filter qualification. A separate written description is required on each filter used by the Contractor. Disposal of used filters must be in accordance with current EPA regulations (40 CFR 260-271) and is a responsibility of the Contractor.

The Contractor shall also provide a written description of the following components:

- 1) type of water detection devices;
- 2) tank description (material type, method of construction, epoxy coating, date of last pressure test, number of compartments);
- 3) number and types of strainers;



<b>Solicitation Assemble</b> <b>200000021</b>	<b>Document Phase</b> <b>Final</b>	<b>Document Description</b> Aviation Fuel Dispensing Services for Forestry in Palmer, AK	<b>Page 17 of 58</b>
--	---------------------------------------	--	----------------------

- 4) pipe description (material type, method of construction, date of last pressure test);
- 5) flow control equipment settings (GPM and Pressure);
- 6) number of hatches;
- 7) number, type and size of vents;
- 8) number, type and size of emergency vents.

The Contractor shall provide a written summary of each refuelers performance capability. This summary shall include:

- 1) Gallons per minute (GPM) over wing, and
- 2) GPM single point.

A State inspector or designee will inspect all refueling equipment submitted for contract use. An Inspection Report will be completed on all equipment inspected. Equipment having safety discrepancies will not be accepted.

The following are examples of some safety discrepancies:

- 1) Non-qualified filters;
- 2) Non-qualified hoses;
- 3) Defective nozzles;
- 4) Leaking equipment;
- 5) Faulty wiring;
- 6) Worn tires;
- 7) Defective brakes;
- 8) Defective emergency shut-off;
- 9) Defective lighting;
- 10) Defective steering;
- 11) Excessive differential pressure;
- 12) Excessive pump discharge pressures;
- 13) Defective vents; and
- 14) Faulty or inadequate grounding.

#### **(h) FUEL SERVICING EQUIPMENT**

##### **(i) Dispensing Unit**

Aviation fuels shall be dispensed into aircraft through equipment designed and built specifically for aircraft refueling. These are mobile, self-propelled, aircraft refueling units equipped with hose, meter, and quality control equipment designed to service from a mobile dispensing unit.

<b>Solicitation Assemble</b> 200000021	<b>Document Phase</b> Final	<b>Document Description</b> Aviation Fuel Dispensing Services for Forestry in Palmer, AK	<b>Page 18 of 58</b>
---	--------------------------------	--	----------------------

## **(ii) Filter/Separator or Absorbent Monitor Type Element Vessel Specifications**

Limited grades of AvGas and jet fuel shall be dispensed into aircraft through filter vessels containing filter/separator or filter monitor type elements to continuously remove contamination down to levels acceptable for aircraft. All filtration equipment shall meet industry performance qualifications of current edition of I.P. specification for aviation fuel filter monitors with absorbent type elements, for mobile or stationary filter vessels.

### **1) Design Codes**

Filter vessels shall be designed and constructed to conform to industry standards. All piping connections shall be weld end, flanged, or approved couplings. Connections shall have a rating equal to or greater than the pressure rating of the vessel.

### **2) Construction Materials**

Vessels shall be stainless steel, aluminum, or carbon steel. Carbon steel vessels shall be internally coated with an industry approved epoxy coating. Metal parts in contact with fuel shall not be made of metals such as zinc, copper, cadmium or their alloys. Galvanized material is not authorized.

### **3) Cleanout Connections**

All filter/separator or monitor vessels shall have openings allowing cleaning of inaccessible areas.

### **4) Nameplate**

A stainless-steel nameplate, nonferrous metal nameplate, or weatherproof placard shall be securely attached to the vessel or refueler in close proximity to the vessel. Nameplate shall include, at a minimum:

- a) Manufacturer's name and address;
- b) Serial number;
- c) Unit number;
- d) API/IP classification/qualification;
- e) Designed flow rate;
- f) Date of manufacturer recommended element change;
- g) Designed differential pressure maximum;
- h) Actual differential pressure maximum; and
- i) Date put in service.

### **5) Inlet and Outlet Marking**

Filter inlet and outlet connections shall be permanently marked.

<b>Solicitation Assemble</b> <b>200000021</b>	<b>Document Phase</b> <b>Final</b>	<b>Document Description</b> Aviation Fuel Dispensing Services for Forestry in Palmer, AK	<b>Page 19 of 58</b>
--	---------------------------------------	--	----------------------

## **6) Gaskets**

All gaskets shall be fuel compatible, defect and leak free. Use of a Viton A or Buna N, or equivalent material, is recommended.

### **(iii) Element Design and Construction**

#### **1) Element Sealing**

Element sealing should meet industry standard mechanical requirements and manufacturer recommendations. They shall not leak or allow fuel by-pass.

#### **2) Construction Materials**

All materials used in element construction shall be fuel compatible and meet industry standard mechanical requirements.

### **(iv) Filter/Separator or Monitor Type Accessories**

#### **1) Equipment for Measuring Differential Pressure**

The filter vessel shall be equipped with a pressure differential gauge. The gauge will provide the pressure difference between upstream and downstream pressures. All pressure gauges must meet manufacturers calibration requirements. Gauges must be sensitive enough to indicate a difference in pressure during actual flow rates (no readings of zero).

#### **2) Air Eliminator**

Each filter/separator or monitor vessel shall be able to automatically or mechanically vent trapped air.

#### **3) Pressure Relief Valve**

Each filter/separator or filter monitor vessel should be equipped with a pressure relief valve set above the designed working pressure of the vessel and below the maximum design pressure allowable.

#### **4) Quality Control Taps**

Sampling taps with probes shall be provided downstream of filter vessel to permit the taking of effluent fuel samples under flow conditions. Taps should be equipped with a Gammon Technical Products, Inc. connection (aircraft sampling kit #1 or #7), or State approved equivalent. Probes allow Aqua-Glo, Matched Weight Gravimetric, and Color and Particle Assessment testing to determine particulate and free water contamination.

#### **5) Filter Vessel Sump**

Each filter/separator vessel shall be equipped with low point water drains.

### **(v) Filter/Separator Elements or Monitor Type Element**

1) The filter/separator or filter monitor elements in each vessel and replacement elements shall be combinations as specified by the element manufacturer. Example: Velcon filter elements in manufacturers approved conversion configuration for that specific vessel is acceptable.

<b>Solicitation Assemble</b> <b>200000021</b>	<b>Document Phase</b> <b>Final</b>	<b>Document Description</b> Aviation Fuel Dispensing Services for Forestry in Palmer, AK	<b>Page 20 of 58</b>
--	---------------------------------------	--	----------------------

2) Elements in use shall be of design and specifications for the type of fuel being filtered, either AvGas or Jet Fuel. At the beginning of each contract year, each filter vessel effluent shall be tested for particulate and water content. Satisfactory results must be obtained before refueling unit/equipment use is authorized. The laboratory analysis results shall be available to State inspector prior to refueler approval. Additionally, these tests shall be performed weekly and as required by the State inspector. The Contractor shall perform the tests according to appropriate American Society for Testing and Materials (ASTM) standard test method for each type of contaminant (particulate and water) and forward the particulate laboratory results and the field Aqua-Glo results to the State inspector prior to first servicing of the season.

3) Prior to performance in 2020, the Contractor shall assure the filter separator or filter monitor type element vessels have been cleaned internally. All elements shall be newly installed and shall conform to IP or API qualifications. The Contractor shall, prior to inspection, provide the State inspector written evidence this requirement has been met. Each filter vessel shall be placarded with the change date.

4) The Contractor shall be responsible for the cost of taking and delivering the required ASTM field tests (Aqua-Glo and Gravimetric) to the designated State representative. The State will be responsible for the cost of laboratory analysis of Gravimetric samples.

5) The Contractor shall possess and maintain the required quality control testing equipment identified by ASTM for particulate (Gravimetric) and free water (Aqua-Glo) sampling. Testing equipment shall be comparable to Gammon Model GTP-323.

#### **(vi) Meters**

1) Refuelers shall be equipped with fixed meters for registering exact quantities of fuel pumped. Defueled fuel amounts will be estimated by the pilot. Refueling unit meters shall be calibrated and certified by the State of Alaska, Department of Transportation and Public Facilities, Measurement Standards Division. Meters must be recalibrated at prescribed Department of Transportation and Public Facilities frequencies. Meters that malfunction must be repaired and calibrated before continued utilization.

2) Unsealed meters or meters found to be out of calibration tolerance shall not be utilized to perform contract fueling requirements.

3) The Contractor shall be responsible for calibration or recalibration costs.

4) Meters must have totalizer capability along with register capability. Totalizer meter readings shall be taken daily to reconcile register fuel amounts documented on OAS 59s. OAS-59s will be provided by the State. All numbers on registers and totalizers must be legible and easy to read.

5) Refuelers shall be equipped with Fuel Ticket Printers. The fuel tickets will display the current date, number of gallons pumped and have the capability to produce a minimum of three copies. Handwritten fuel tickets are acceptable in the absence of a ticket printer.

<b>Solicitation Assemble</b> <b>200000021</b>	<b>Document Phase</b> <b>Final</b>	<b>Document Description</b> Aviation Fuel Dispensing Services for Forestry in Palmer, AK	<b>Page 21 of 58</b>
--	---------------------------------------	--	----------------------

**(vii) Hose Design**

1) Only fueling hose meeting API 1529/NFPA 407 specifications for aircraft fuel servicing shall be used. A test certificate shall be provided for each length of hose and shall contain the following:

- a) Manufacturers name on both hose and couplings;
- b) Hose type;
- c) Hose grade;
- d) Size and length of hose;
- e) Serial number or reference number of hose;
- f) Quarter and year of manufacture of hose;
- g) Model number of couplings;
- h) Sizes of coupling ferrules;
- i) Hydrostatic test pressures;
- j) Coupled length serial number;
- k) Identification of individual coupling the hose;
- l) Name and address of company coupling the hose; and
- m) Date of certification.

2) A hose that is recoupled for any reason shall be hydrostatically tested and recertified to the same criteria as a newly coupled hose.

3) Fueling hose shall be in continuous lengths.

4) All hose larger than two inches inside diameter shall have swivel couplings between the hose and nozzle which will permit the nozzle to rotate freely, avoiding hose kinks.

5) Coupled hose assemblies shall not burst, leak, or develop cover blisters when subjected to normal operating pressure. Each coupling of a coupled length of hose shall be permanently marked with a serial number corresponding to its hydrostatic test certificate.

6) Where provided, hose reels shall be of sufficient size for the length and diameter of the hose used.

7) Hose shall be connected to rigid piping or coupled to the hose reel to prevent leaking or bursting.

**(viii) Nozzles**

1) Over-wing nozzles shall be a type specified for aircraft refueling operations. Handheld, automatic shut-off nozzles shall not be used. Use of any device to permit flow of fuel when the operator's hand is removed is prohibited. Nozzles shall have:

<b>Solicitation Assemble</b> <b>200000021</b>	<b>Document Phase</b> <b>Final</b>	<b>Document Description</b> Aviation Fuel Dispensing Services for Forestry in Palmer, AK	<b>Page 22 of 58</b>
--	---------------------------------------	--	----------------------

- a) Spout dust cap with retainer;
  - b) 100 mesh nozzle strainer;
  - c) Non-locking valve;
  - d) Dry-break coupler; and
  - e) Static bond wire with clip and banana plug.
- 2) All Single Point (underwing) refueler nozzles shall have 100 mesh nozzle strainers. Strainers shall be readily accessible for inspection and cleaning. Nozzles shall have dust caps in good repair held in place by retainer or solid snap in place caps.
- 3) Single point nozzles shall be of the type that allows complete mating connection to the aircraft before the poppet valve can be opened. It shall not be possible to disengage the nozzle from the aircraft fitting until the poppet valve is fully closed.

**(ix) Fuel Servicing Pump**

- 1) The fuel servicing pump shall be driven from the refueler engine by means of electrical, hydraulic, or mechanical drive. Fuel servicing pump drive mechanisms shall be arranged to prevent rupture of the pump housing in the event of pump failure or seizure. Fuel pressure shall be controlled within the pressure limits of hose and piping by pressure controller, a system pressure relief valve, or other suitable means. Design service pressure of any system component shall equal or exceed any pressure, including surge pressure, to which it may be subjected. Portable fuel pumps must be qualified for fuel handling by industry accepted standards (UL, API, IP).
- 2) On semi-trailer refueler units, the use of a pump on the tractor unit with flexible connections to the trailer shall be prohibited unless specifically approved on a case-by-case basis by the Procurement Officer.

**(x) Fuel Tanks on Refuelers**

- 1) Tanks shall be constructed of materials which comply with material specifications in the National Fire Protection Association's (NFPA) recommended regulatory standard for Tank Refuelers for Flammable and Combustible Liquids (NFPA No. 385). Tanks shall be certified by DOT to transport fuel on public highways and must conform to all federal, state and local regulations for fuel containment transport and dispensing.
- 2) Joints shall be welded in accordance with industry recognized practices and not leak.
- 3) In tanks that are constructed of aluminum alloys, all joints in and to tank shells, heads and bulkheads, shall be welded and not leak.
- 4) All fuel outlets shall be rigidly made and attached to the tank.
- 5) Only one grade or type of fuel shall be carried in each refueler regardless of the number of compartments in the tank.

<b>Solicitation Assemble</b> <b>200000021</b>	<b>Document Phase</b> <b>Final</b>	<b>Document Description</b> Aviation Fuel Dispensing Services for Forestry in Palmer, AK	<b>Page 23 of 58</b>
--	---------------------------------------	--	----------------------

**6)** Every refueler and every compartment over 90 inches in length shall be provided with baffles.

**7)** Each fuel tank or tank compartment shall be provided with a normal vent or vents appropriate to tank size per NFPA 407 standards. The pressure vent shall be set to open at no more than one psi and all vacuum vents at no more than six OZ. Pressure and vacuum vents shall be designed to prevent loss of liquid through the vent in case of refueler upset.

**8)** Trained personnel shall at all times monitor open manholes during all loading unless system design incorporates test and automatic shut-off capabilities. If the tank is designed to be loaded or unloaded with the dome cover closed the vents shall limit the vacuum to one psig and the tank pressure to three psig based on maximum product transfer rate. The pressure vent may be pressure operated or interlocked with the tank loading device and shall be designed to prevent loss of liquid through the vent under any condition of vehicle roll-over attitude.

**9)** Emergency venting for fire exposure shall be provided as follows:

**a)** Each refueler tank compartment shall be provided with one or more devices with sufficient capacity to limit the tank internal pressure to five psi. This total emergency venting capacity shall be not less than determined from Table 2-3.11.1, NFPA No. 385, 2000 edition. The external surface of the fuel tank or tank compartment shall be used as the exposed area.

**b)** Each bottom loading refueler tank or compartment shall be equipped with pressure actuated vent or vents set to open at not less than three psi. Pressure actuated devices shall not leak and shall function in case of pressure rise when in upset position.

**10)** Fill openings and top flashing shall be provided as follows:

**a)** Filler opening dome covers shall be provided with a forward mounting operating hinge, self-latching catches to hold the cover closed, and fitted with water-tight seals or gaskets designed to prevent spillage or leakage from overturn or the weather. Dome covers will automatically close and latch with forward motion of the vehicle.

**b)** Flashing shall be provided around filler opening dome covers to prevent spilled fuel from draining near possible sources of ignition, including the engine, the engine exhaust system, electrical equipment or into any portion of the refueler housing auxiliary equipment.

**c)** The tank filler openings shall be protected against overturn damage by a rigid member or members firmly fixed to the tank and extending a minimum of one inch above any dome cover, handle, vent opening or other projection from the unit.

<b>Solicitation Assemble</b> <b>200000021</b>	<b>Document Phase</b> <b>Final</b>	<b>Document Description</b> Aviation Fuel Dispensing Services for Forestry in Palmer, AK	<b>Page 24 of 58</b>
--	---------------------------------------	--	----------------------

**11)** Valves and emergency discharge controls shall be provided as follows:

**a)** The outlets of each cargo tank or compartment, including water draw-off valves, shall be equipped with shut-off valves located inside the shell. The shut-off valve shall be designed so the valve must be kept closed except during loading and unloading operations.

**b)** Water draw-off valves shall be of a type that cannot be blocked open.

**12)** The operating mechanism for each tank outlet valve shall be arranged so the outlet be simultaneously and instantly closed in the event of fire or other emergency. There shall be at least two emergency shut-off controls, one mounted on each side of the vehicle. These controls shall be quick acting to close the tank outlet valve in case of emergency.

**13)** All emergency tank outlet valve shut-off controls shall be outlined by a contrasting color panel at least one-foot square. These controls shall be indicated by the words "EMERGENCY SHUT-OFF" in letters at least two inches high. Method of operation shall be indicated by an arrow or the words "PUSH" or "PULL" as appropriate. The word "EMERGENCY" shall not be used in the identification of any control or device other than the tank outlet valve shut-off controls.

**14)** Where a deadman valve is used to monitor aircraft fueling (single point only), the time of closure shall assure a minimum "overshoot" while minimizing surge pressure upstream of the deadman valve.

**15)** Refuelers that are used for single point fueling shall be equipped so the refueler cannot be driven away when the hose is connected to the aircraft.

**16)** Each outlet valve shall be provided with a fusible device that will cause the valve to close automatically in case of fire. Openings in cargo tank compartments that are connected to pipe or tubing shall be fitted with a spring-loaded check valve, a self-closing valve, or similar device to prevent the accidental discharge of fuel in case of equipment malfunction or line breakage. Unless such devices are located inside the tank, they shall be equipped with a shear section.

**17)** The valve that controls the flow of fuel from an aircraft servicing vehicle to an aircraft shall have a deadman control. The deadman flow control in the nozzle shall be permitted for over-the-wing refueling.

**18)** Cargo tanks at time of manufacture shall be tested by a minimum air or hydrostatic pressure of five psi applied to the whole tank. Such pressure shall be maintained for a period of five minutes.

**a)** If test is done using air, the entire surface of all joints shall be coated with a solution of soap and water, heavy oil, or other material that will foam or bubble to indicate a leak.

**b)** Hydrostatic pressure if used will be gauged at the top of the tank with joints inspected for issuance of liquids to indicate leaks.



<b>Solicitation Assemble</b> <b>200000021</b>	<b>Document Phase</b> <b>Final</b>	<b>Document Description</b> Aviation Fuel Dispensing Services for Forestry in Palmer, AK	<b>Page 25 of 58</b>
--	---------------------------------------	--	----------------------

c) Any tank repairs shall be validated by one of the above methods. Tank repairs shall be performed by persons certified in petroleum tank repairs.

**(xi) Refueler Chassis, Assembly, and Appurtenances**

1) All refuelers shall be equipped with rubber tires on all wheels. No vehicle shall be operated on any tire that (a) has body ply or belt material exposed through the tread or sidewall (b) has any tread or sidewall separation (c) is flat or has an audible leak or (d) has a cut to the extent that the ply or belt material is exposed. Any tire on the front wheels shall have a tread groove pattern depth of at least 4/32 of an inch. Any other tire shall have a tread groove pattern depth of at least 2/32 of an inch.

2) All refuelers shall be provided with a complete set of wheel chocks for one wheel. The chocks shall be capable of holding the loaded refueler securely, when parked on an incline, in the event of brake failure. Chocks shall be used during loading operations and at other times when the refueler operator is physically separated from the refueler. Chocks shall be numbered to coincide with the refueler registration number. Refueler registration numbers should be on doors and front and rear bumpers.

3) Fuel tanks, and refueler chassis shall be electrically bonded.

4) Each refueler shall be equipped with two static discharge grounding/bonding cable and reel assemblies.

a) The discharge cable shall be permanently attached to the refueler and carried on the cable reel assembly. The cable shall be of sufficient length, up to 75 feet, to allow the bonding.

b) The ends of the cable shall be equipped with sturdy spring clamps. The spring clamps shall be clean with no visible paint or rust. The clamps shall be designed so the jaws will firmly secure the clamps to the object to which affixed.

5) All sump valves or faucets projecting beyond the frame at the rear of refueler shall be adequately protected against collision by bumpers or similar objects.

**(xii) Refueler Lighting and Electrical Equipment**

1) No lighting device other than electrical lights shall be used on refuelers. Lighting circuits shall have suitable over current protection (fuses or automatic circuit breakers). All brake lights, headlights, turn signals and emergency flashers shall work and must conform to DOT specifications for fuel handling equipment.

2) The ignition wiring shall be installed with firm connections and spark plug, and all other terminals shall be suitably insulated to prevent sparking in event of contact with conductive materials. The ignition switch shall be of the enclosed type.

3) Electrical equipment for the operation of pumps, or other devices used for the handling of fuel shall meet NFPA No. 70 current edition requirements.

<b>Solicitation Assemble</b> <b>200000021</b>	<b>Document Phase</b> <b>Final</b>	<b>Document Description</b> Aviation Fuel Dispensing Services for Forestry in Palmer, AK	<b>Page 26 of 58</b>
--	---------------------------------------	--	----------------------

a) Wiring installed in the refueler engine compartment above shall be installed with all terminals firmly connected and insulated to prevent sparking from vibration or shorting. All junction boxes and conduit entrances shall be sealed.

b) Electrical equipment and wiring shall be protected from spillage from cargo tank or side racks.

4) All refuelers must be equipped with an amber rotating beacon or amber strobe light.

### **(xiii) Refueler Fuel Systems**

Refueler fuel systems shall function as designed and not leak:

1) At the time of manufacture the section of the fuel dispensing system that is under pressure during service shall be subjected to a hydrostatic test pressure equal to 150 percent of the working pressure of the system for at least 30 minutes and proven tight before it is placed in service. Major modification or repairs to dispensing system must be validated through hydrostatic testing.

2) All main fuel piping connections shall be weld end, flanged, or approved couplings. Piping shall be metal and rated for the system working pressure or at least 125 psi, whichever is greater. Valves or faucets projecting beyond the frame of a tank shall be protected from damage. All joints shall be welded except for approved flanges and couplings. Gaskets in flanged connections will resist fire exposure.

3) Refuelers equipped for single point fueling shall be provided with a hand-operated or foot-operated failsafe deadman control fuel shut-off. The location of the deadman control shall correspond to the position of the service man during normal aircraft fueling procedures. The control valve shall not be located or designed so it will be rendered inoperative by a surface accident, power failure, or spill. It shall be failsafe by closing completely in the event of control power loss. The deadman control operation shall stop flow in the minimum time compatible with maintaining upstream surges within reasonable limits. The overshoot shall not exceed five percent of actual flow rate from the time the deadman is released until flow stops completely. If a valve is used, a screen shall be provided in the supply side of such valve to trap foreign material.

4) Every fuel servicing vehicle shall have an integral system or device that will prevent the vehicle from being moved unless all fueling nozzles are properly stowed.

### **(xiv) Exhaust System**

1) The exhaust system, including muffler and exhaust line, shall have ample clearance from the fuel system and combustible materials. It shall not be exposed to leakage, spillage of product or accumulations of grease, oil, or gasoline.

2) The exhaust system, including all units, shall be constructed and installed in accordance with industry accepted standards. A muffler cutout shall not be used.

3) No portion of the exhaust system shall be located beneath or near the servicing platform, or any part of the cargo delivery system.

<b>Solicitation Assemble</b> 200000021	<b>Document Phase</b> Final	<b>Document Description</b> Aviation Fuel Dispensing Services for Forestry in Palmer, AK	<b>Page 27 of 58</b>
---	--------------------------------	--	----------------------

4) Where required, adequate shielding shall be installed so fuel spillage from the cargo tank vent, or overflow systems, cannot come in contact with the exhaust systems.

5) Every refueler exhaust system shall be provided with an approved spark arrester if muffler design is spark arresting deficient.

**(xv) Refueler Brakes**

1) Refueler brakes shall be maintained and work as designed.

2) Each trailer and semi-trailer shall be equipped with reliable brakes on all wheels and adequate provision shall be made for their efficient operation from the driver seat of the refueler pulling the trailer or semi-trailer.

**(xvi) Cabinets Housing Refueler Auxiliary Equipment**

All cabinets housing refueler auxiliary equipment shall be constructed to prevent accumulation of spilled liquid or other combustible materials.

**(xvii) Smoking Equipment**

1) A "NO SMOKING" sign shall be displayed prominently in the cab of every aircraft refueler.

2) Smoking equipment such as cigarette lighters and ash trays shall not be installed. If refueler has such equipment when initially purchased, it must be removed or rendered inoperable.

**(xviii) Refueler Markings**

1) Each aircraft refueler shall be conspicuously and legibly marked with an NFPA and DOT specified product identification decal. The markings shall be on each side and the rear of the refueler tank in letters at least three inches high. Example: Jet A 1863 with DOT Combustible Diamond Placarding, Jet B/JP4 1863 with DOT Flammable Diamond Placarding, AvGas 1203 with DOT Flammable Diamond Placarding.

2) AvGas shall be identified by using white letters on a contrasting color background tied to the color code (AvGas 100L or 100LL on a blue background) or as appropriate.

3) Jet fuels shall be identified by using white letters on a black background (Jet A or Jet B).

4) Refuelers holding AvGas shall be marked with the word "FLAMMABLE" in letters at least three inches high on both sides and rear of the tank.

5) Refuelers holding Jet A shall be marked with the word "COMBUSTIBLE" in letters at least three inches high on both sides and rear of the tank.

6) Each filter/separator and filter monitor type vessel shall be placarded, or the placard will be attached to the organizer file which contains the daily check list, to indicate the maximum delta pressure allowed before filter/separator or element change out.

<b>Solicitation Assemble</b> 200000021	<b>Document Phase</b> Final	<b>Document Description</b> Aviation Fuel Dispensing Services for Forestry in Palmer, AK	<b>Page 28 of 58</b>
---	--------------------------------	--	----------------------

**(xix) System Markings**

The refueler fuel system shall be marked to indicate fuel type.

**(xx) Filter/Separator and Tank Coatings**

All refueler tank housing assemblies shall have interior coatings compatible with the type/grade of fuel dispensed. Interior coating application or repair shall be completed prior to the beginning of contract performance.

**(xxi) Fuel Additives**

The refueler containing Jet Fuel shall have the capability to deliver Prist Fuel System Icing Inhibitor (FSII). Prist FSII shall be available in a truck-mounted injection system available to be delivered into the aircraft downstream of the filter/separator apparatus. Prist FSII delivery is only required for "over-the-wing" fueling, not "single-point" fueling. The State may request Prist FSII on a case-by-case basis, and will be invoiced at Contractor cost. A canned dispensed Prist system is acceptable.

**(i) QUALITY ASSURANCE**

**(i) Quality of Product, Field Performance**

- 1) Jet fuel and AvGas effluents shall at no time be allowed to exceed 0.26 mg per liter or 1.0 mg per gallon particulates as determined by ASTM D-2276.
- 2) Jet fuel and AvGas effluents shall not contain more than 10 parts per million (PPM) free (undissolved) water when tested by ASTM method D3240 (Aqua-Glo).

Note: I.P. Specifications/Qualification: Filter Monitors with Absorbent Type Elements.

Total Solids = 0.3 mg/liter or 1.1 mg/gallon (average); 0.5mg/liter or 1.9 mg/gallon (maximum)

Free Water = 15 PPM maximum

**3) Functional Tests**

a) Quality tests and checks specified below shall be the minimum performed under this specification. The designated State representative or his designee may require the Contractor to perform more frequent tests and checks anytime that the product quality or performance requirements do not comply with this specification. The Contractor shall establish a quality assurance program and records shall be maintained for each refueler unit.

b) The Contractor shall be responsible for the cost of Aqua-Glo testing requirements and sampling. The State will be responsible for the cost of all routine scheduled laboratory analysis.

**(ii) Daily Tests and Inspections**

- 1) The Contractor shall follow the daily, weekly and monthly tests/checks as outlined on the Daily Checklist form (suggest OAS-AR-96).

<b>Solicitation Assemble</b> <b>200000021</b>	<b>Document Phase</b> <b>Final</b>	<b>Document Description</b> Aviation Fuel Dispensing Services for Forestry in Palmer, AK	<b>Page 29 of 58</b>
--	---------------------------------------	--	----------------------

2) Draw off a sample daily from all filter sumps. Samples shall be collected in a clean, clear, one quart or larger glass bottle and examined visually per ASTM D-4176. Any visual detection of water, dirt, other contaminants or filter fibers in the product shall render the product sample unacceptable for use.

3) Inspect visually for and remove any water from refueler tanks. An inspection for water shall also be performed after every reloading of the refueler, washing of equipment, and after a heavy rain or snow.

4) Drain and inspect all fixed (filter/separator and monitor type vessels) manual water drains for water and other contaminants after each receipt of fuel as well as on a daily basis. Draw off and remove any accumulation of water.

**(iii) Daily Checks per OAS-AR-96**

1) Pressurize fuel system and visually inspect refueler pumps, valves, lines, and hose for leaks. Drain filter and main tank sump drains to remove water and particulate contamination.

2) Inspect and clean nozzle strainers. If breaks are found, replace the strainers. Inspect and assure dust caps are in place. Check single point nozzle interlock to ensure nozzle will stay locked on when poppet valve is opened.

3) Inspect ground cables and over-wing nozzle grounds. Remove corrosion and replace damaged clips. Replace frayed ground wires. Ensure banana plugs are tight and corrosion free.

4) Inspect full length of hoses for abrasions, separations, or soft spots. Suspect hoses shall be replaced with specification API 1529 hoses. Inspect hose couplings for slippage.

5) Inspect all fire extinguishers for broken seals, proper pressure, and recharge date. Recharge as necessary.

6) Visually inspect condition of dome covers, gaskets, and vents.

7) Visually inspect exhaust system for leaks, security, and ignition potential.

8) Visually inspect engine compartment for potential ignition sources (oil leaks, fuel leaks, hydraulic fluid leaks, sparking wires, frayed battery cables, battery security from movement).

9) Inspect interlock devices for interoperability (nozzle, PTO, and throttle).

10) Inspect tires for excessive wear. Physically check for inflation with rubber hammer. Check inflation with gauge on monthly basis.

11) Inspect meters for totalizer and register readability. Ensure seals are intact. Record totalizer reading in logbook. Note: Broken seals require meter recalibration.

12) Inspect electrical wiring for damage and conduit integrity. Check operation of all lights.

13) Physically operate emergency shut-off to test shut down capability (fuel and engine).

<b>Solicitation Assemble</b> <b>200000021</b>	<b>Document Phase</b> <b>Final</b>	<b>Document Description</b> Aviation Fuel Dispensing Services for Forestry in Palmer, AK	<b>Page 30 of 58</b>
--	---------------------------------------	--	----------------------

- 14)** Check service brakes, parking brakes, and chock condition and availability.
- 15)** Check lights (signal, brake, and headlights).
- 16)** Steering (belts, hoses, fluid level, operation).
- 17)** Windshield wiper condition and operation.
- 18)** Gauge operability (differential pressure and pump pressure).
- 19)** Deadman control assembly (condition and function).
- 20)** Air warning buzzer operation.
- 21)** Cargo tank support brackets and bolts.
- 22)** Mirror and windshield condition and security.

**(iv) Contractor Accomplished ASTM Quality Control Tests**

- 1)** The Contractor shall be responsible for performing the ASTM D2276 test monthly during the performance period for each site. The ASTM D2276 test samples shall be delivered to the designated State representative as soon as possible after drawing the test sample. The designated State representative will analyze matched weights and provide results to the Contractor.
- 2)** Monthly, perform ASTM D3240 (Aqua-Glo) on every refueler.
- 3)** All test results shall be sent to the designated State representative or designee as soon as laboratory results are available. Aqua-Glo results and gravimetric test results should be recorded on OAS-AR-96. The OAS- AR-96 shall be kept in an organizing folder and stored in the cab of each refueler. The OAS-AR-96 shall be kept up and made available to the designated State representative or designee upon request.
- 4)** Monthly determine and record filter/separator and monitor type vessel differential pressures while under full flow conditions. Observe and record differential pressure during use (record on OAS-AR-96). Filter/separator and monitor type elements shall require change when the differential pressure exceeds pre-determined maximum psi.
- 5)** Perform nozzle sample on refuel units with new hoses installed. Gravimetric test results must be less than 0.3 mg/liter. If particulate exceeds 0.3 mg/liter, a re-sample shall be accomplished. If sample results exceed 0.3 mg/liter again, the hose shall be replaced.

**(v) Monthly Tests and Inspections**

- 1)** Electrical continuity through ground and bonding wires should be checked with a voltage ohmmeter. Also conduct refueler vehicle spark check.
- 2)** Inspect fueling facilities for general condition, safety, and appearance.
- 3)** All hoses shall be extended their full length and subjected to full system pressure and while pressurized be inspected for signs of excessive chaffing, cover cracking, swells, bulges, leakage and slippage of couplings at each end. Any hose found questionable shall be subjected to a full hydrostatic test per API 1529 and/or replaced.

<b>Solicitation Assemble</b> <b>200000021</b>	<b>Document Phase</b> <b>Final</b>	<b>Document Description</b> Aviation Fuel Dispensing Services for Forestry in Palmer, AK	<b>Page 31 of 58</b>
--	---------------------------------------	--	----------------------

4) Each month's ASTM test results from each refueler shall be logged in the OAS-AR-96 file and compared with the previous month's test to detect any trend. Differences of .1 mg particulate or 2 PPM water will cause review of inspection, sampling, and refueling procedures to best determine reason for difference and possible improvements to equipment or procedures.

5) Inspection forms (OAS-AR-96) shall be kept in file folders located with refueling equipment. All forms shall be forwarded to the designated State representative or designee at season's end. All maintenance activity should be documented on general ledger (filter replacement, hose replacement, nozzle replacement, tank repair, piping repair, etc.). General ledger shall be attached to OAS-AR-96 file and forwarded at end of season.

6) Submit one-quart nozzle sample for gravimetric testing. If sample result exceeds 0.5 mg/liter, the refuel unit shall be taken out of service and a re-sample shall be accomplished. If the second sample result exceeds 0.3 mg/liter, the hose shall be replaced.

**(vi) Filter/Separator or Monitor Change-Out Schedule**

Fuel filter/separator or monitor element(s) shall be changed when:

- 1) There is a change in product, i.e., Jet to AvGas, AvGas to Jet,
- 2) The free water content test (Aqua-Glo) exceeds the acceptable level of 10 PPM,
- 3) The particulate gravimetric test of effluents from filter/separators exceeds the acceptable level 0.3 mg per liter or 1.1 mg per gallon.
- 4) The differential pressure exceeds 15 psi, or where vessel has a conversion (element) kit, the new or revised pressure differential exceeds designated pressure for the new or revised maximum flow rate(s).
- 5) On an annual basis (each year) prior to the annual performance period, or
- 6) If there is a noticeable or unacceptable reduction in flow rate.

**(vii) Change in Product**

In the event a change is made in the type of aviation fuel to be dispensed from a refueler, the Contractor shall comply with the following requirements:

- 1) All aviation fuel formerly serviced shall be drained from the unit, including the product in filter vessel. Fuel filter elements shall be changed when there is a change in product, i.e., Jet to AvGas, AvGas to Jet.
- 2) The units shall be flushed with the new product.
- 3) Under no circumstances shall the unit be used to service aircraft until fuel samples verify delivery of 100 percent of new product within the cleanliness standards of this specification, i.e. ASTM D2276, D1298 API Density, D3240, D4176 clear/bright or laboratory product analysis.
- 4) Prior to fueling aircraft, the refueler servicing unit shall be decaled and placarded with new fuel type.

<b>Solicitation Assemble</b> <b>200000021</b>	<b>Document Phase</b> <b>Final</b>	<b>Document Description</b> Aviation Fuel Dispensing Services for Forestry in Palmer, AK	<b>Page 32 of 58</b>
--	---------------------------------------	--	----------------------

**(viii) Records**

Filter element differential pressure checks shall be recorded on OAS-AR-96 bi-weekly. Equipment inspection and checks shall be recorded on OAS-AR-96.

**(j) DISPENSING OPERATIONS**

(i) Careful attention to operating procedures is required for all personnel involved in fuel dispensing operations. The Contractor shall assure:

1) Fuel dispensing operations are performed with a sufficient number of trained personnel.

**a) Sufficient personnel**

Enough personnel to meet mission support requirements satisfactorily while affording a minimum sleep period of eight hours per 24 hours. Historically, the number of personnel per location has varied with mission support requirements. A location may require from one to three personnel at any given time to provide satisfactory fuel support.

**b) Trained personnel**

Personnel must be trained on the equipment they operate. All refueling personnel must have a minimum of three years of aircraft refueling experience or hold a least a FAA Private Pilot license or hold NWCG aircraft ramp/retardant qualifications. They also must be trained on spill prevention, clean up, and reporting procedures. They must be trained on fire prevention, fire extinguishers, and fire reporting procedures. Other training requirements are listed in the following paragraphs.

c) A safety training program shall be established, maintained, and inspected by the Contractor for compliance with safety requirements and Government regulations.

2) Fuel dispensing operations are performed only by personnel trained in safe operation of the equipment, operation of emergency controls, and emergency procedures.

a) When a valve or electrical device is used for isolation during maintenance or modification on the fuel system it shall be tagged and locked out. The tag and lock shall **NOT** be removed until the maintenance is completed.

b) Leaking or malfunctioning fueling equipment shall be removed from service upon discovery. Place an "OUT OF SERVICE" placard on the driver's seat as a reminder of unit condition.

c) Fuel nozzles shall not be dragged along the ground.

d) Pumps, either hand or power operated, shall be used when aircraft are fueled from drums. Pouring or gravity flow shall not be permitted from a container with a capacity more than five gallons. Plastic containers are prohibited.



<b>Solicitation Assemble</b> <b>200000021</b>	<b>Document Phase</b> <b>Final</b>	<b>Document Description</b> Aviation Fuel Dispensing Services for Forestry in Palmer, AK	<b>Page 33 of 58</b>
--	---------------------------------------	--	----------------------

**e)** When a spill occurs, fuel servicing shall be stopped immediately by release of deadman control. In the event a spill continues, the equipment emergency shut-off shall be actuated. The designated State representative shall be notified at once and the operation shall not be continued until the spill has been cleared. The Contractor shall comply with all federal, state, and local spill reporting, and cleanup requirements.

**f)** The Palmer Airport Manager shall be notified if a spill is over 10 feet in any dimension, or over 50 square feet in area, continues to flow, or otherwise is a hazard to persons or property. The spill shall be investigated by the DOF to determine the cause, whether emergency procedures were properly carried out, and what corrective measures are required.

**g)** Transferring fuel by pumping from one tank vehicle to another tank vehicle within 200 feet of an aircraft is prohibited.

**h)** Not more than one tank vehicle shall be permitted to be connected to the same aircraft fueling manifold unless an appropriately sized, fully operational back flow preventer is installed in the line to prevent fuel from flowing back into a tank vehicle because of a difference in pumping pressure.

**i)** Access to alternate emergency shut-off devices shall be kept clear at all times. Alternate emergency fuel shut-off devices shall be operationally checked at least every three months. Suitable records shall be kept of tests.

**3)** A safety training program shall be established, maintained, and inspected by the Contractor for compliance with safety requirements and Government regulations.

## **(ii) Training**

The Contractor shall establish a training program covering objectives in the above paragraphs. Training must be accomplished before starting the operation, or upon personnel replacement or augmentation. Refresher training is necessary to sustain the qualification of employees during the period of the contract. Training shall include, but not be limited to, the aircraft fuel servicing procedures outlined in the attached OAS Aviation Fuel Handling Handbook (351 DM).

The Contractor shall provide documentation of required hands-on training for each refueler operator to the designated State representative or designee prior to performance under the contract, and each refueler shall have his/her training documented in an employee training folder. The training records shall be filed and maintained on-site (location determined by the designated State representative).

The documentation shall include:

- 1)** Topics discussed;
- 2)** Hands-on Training;
- 3)** Procedures for over-wing;
- 4)** Procedures for single point;

<b>Solicitation Assemble</b> 200000021	<b>Document Phase</b> Final	<b>Document Description</b> Aviation Fuel Dispensing Services for Forestry in Palmer, AK	<b>Page 34 of 58</b>
---	--------------------------------	--	----------------------

- 5) Emergency procedures, spills, and fires;
- 6) Quality control sampling;
- 7) Aircraft defueling and bulk fueling/defueling;
- 8) Spill reporting and Cleanup; and
- 9) Waste management.

**(iii) Hands-On Instruction**

At the beginning of the contract period or before assuming responsibility, the refueler operator shall have received special hands-on instruction covering:

- 1) Individual truck operations;
- 2) Special Operating Procedures (SOPs);
- 3) Emergency procedures, i.e., emergency valve shutdown, nozzle malfunctions, etc;
- 4) Quality control procedures and specific ASTM test methods;
- 5) Fuel transfer procedures between bulk/fill stands, trailers, or refueler to refueler; and
- 6) Safety requirements.

**(iv)** Operators must pass an operational check along with knowledge check validating proficiency and knowledge of all items listed above. All On-the-Job Training (OJT) of employees or potential employees shall be approved by the Contractor and the designated State representative or designee. No OJT will occur without on-site supervision at the refueling operation. No employee or potential employee shall refuel or defuel aircraft or fill bulk orders without first being authorized by the Contractor and the employee shall have his or her training folder so documented.

**(v)** All refueling personnel must show proof of the appropriate class State of Alaska Commercial Drivers License (CDL) with the proper endorsements as well as a copy of a current driving record and a Statement of any pending citations. Notification must be provided to the designated State representative or designee of any violations incurred within 24 hours of occurrence or before the start of the next work shift.

**(k) SAFETY REQUIREMENTS**

**(i)** All fire and accident prevention regulations and requirements, including the following, shall be complied with:

- 1) Smoking and/or open flames or sources of ignition shall be prohibited within 50 feet of the servicing operation.
- 2) All servicing personnel shall be trained, and training documented in the use of fire extinguishers and in the procedures to be used in the event of fire. Documentation shall be retained in the OAS-AR-96 file.
- 3) There shall be at least two fully charged fire extinguishers mounted on each aircraft refueler. At least one of extinguisher shall be readily accessible from either side of the refueler. Each extinguisher shall have a rating of not less than 20-B.

<b>Solicitation Assemble</b> <b>200000021</b>	<b>Document Phase</b> <b>Final</b>	<b>Document Description</b> Aviation Fuel Dispensing Services for Forestry in Palmer, AK	<b>Page 35 of 58</b>
--	---------------------------------------	--	----------------------

**4)** All equipment used for servicing aircraft shall be inspected prior to ensure there is no fuel leakage and the equipment is in an adequate and safe operating condition. All refuelers to be operated within a 50-foot radius of the aircraft or refueling unit shall be subjected to a spark check. If arcing is present, the equipment shall not be used until the deficiency is corrected. Any deficiency of a hazardous nature on the equipment shall be corrected before the equipment is used for aircraft servicing operations. Spark check inspection shall be performed monthly.

**5)** Refueling operators shall ground or bond themselves by grasping grounded or bonded handrails, grounded or bonded static cables, or other grounded or bonded surfaces prior to servicing aircraft. Where practicable, operators shall wear distinctive clothing made of material (heavy duty type weave natural fibers) that will not generate static electricity and shoes that do not contain nails or other metallic devices that might cause sparking. Alternatively, all clothing may be treated with a static inhibitor chemical on a daily basis.

**a)** Prior to making any fueling connections to aircraft, the fueling equipment shall be bonded to the aircraft by use of a cable. The bond shall be maintained until fueling connections have been removed. Bonding and fueling connections shall be disconnected in the reverse order of connection.

**b)** When fueling over-wing, the nozzle shall be bonded to a metallic aircraft component with plug or clip. The bond shall be made prior to fill cap removal. If no means of attaching plug or clip exists, nozzle spout shall be grounded against filler cap prior to removal. Nozzle spout shall be kept in contact with filler neck until fueling is completed. If a funnel is used in aircraft refueling it shall be kept in contact with the filler neck as well as the fueling nozzle spout. Only metal funnels are authorized.

**6)** Loading. No cargo tank or compartment shall be loaded liquid full. The expansion space shall not be less than five percent of volume of the tank compartment.

**a)** Drop tubes used in top loading of tank vehicles shall be metal and designed to minimize turbulence. Tubes shall extend to the bottom of the cargo tank to maintain submerged loading and avoid splashing.

**b)** The Contractor will develop operational procedures or equipment to prevent overfilling.

**c)** All nozzle to hose connections shall be connected with dry break couplers.

**d)** The bottom loading fitting of the tank vehicle shall be a spring-loaded check valve that will remain in the closed position until opened by the connecting coupler.

**e)** Fuel servicing vehicles shall incorporate an integral brake interlock system that will prevent the vehicle from being moved until the bottom loading coupler is removed.

<b>Solicitation Assemble</b> <b>200000021</b>	<b>Document Phase</b> <b>Final</b>	<b>Document Description</b> Aviation Fuel Dispensing Services for Forestry in Palmer, AK	<b>Page 36 of 58</b>
--	---------------------------------------	--	----------------------

(ii) Refueling or defueling of all aircraft SHALL NOT be performed under any of the following conditions:

- 1) When the aircraft pilot in command or his designated air crewman/engineer is not physically on-site, i.e., within verbal communication distance;
- 2) When Contractor personnel are not thoroughly familiar with the type of fuel requirements for a specific aircraft;
- 3) When a refueler unit or any part of a refueler system has been repaired and has not been functionally tested;
- 4) Refueling or defueling of any aircraft where an aircraft fuel system has not been functionally tested;
- 5) Servicing of aircraft with passengers on board;
- 6) Servicing of aircraft with engines running;
- 7) Servicing while the aircraft radio is in operation;
- 8) While in close proximity to a mature thunderstorm (i.e. with lightning);
- 9) When any other ground support service equipment, or electrical power, is externally applied or connected to the aircraft.

(iii) Equipment other than those performing aircraft servicing functions shall not be permitted within 50 feet of aircraft during fuel servicing operations.

(iv) Fueling equipment shall not be positioned within 10 feet of any aircraft component.

(v) Combustion heaters on aircraft shall not be operated during fueling operations.

(vi) During over-wing refueling where aircraft fuel system vents are located on top of the wing, equipment shall not be positioned under wing trailing edge.

(vii) Battery chargers shall not be connected, operated, or disconnected while fueling. Aircraft ground-power generators or other ground power supplies shall not be connected or disconnected while fueling. Electric tools or similar tools likely to produce sparks or arcs shall not be used while fueling. Photographic equipment shall not be used within 10 feet of fueling equipment or aircraft fill or vent points.

(viii) Battery powered vehicle equipment shall not be operated within 10 feet of fueling equipment or spills. Communication equipment used during fueling operations within 10 feet of fueling equipment or of the fill or vent points of aircraft fuel systems shall be intrinsically safe.

(ix) Entrances to fueling areas shall be posted with "NO SMOKING" signs. Open flames on aircraft fuel servicing ramps shall be prohibited within 50 feet of any fuel servicing operation. Some examples of open flames are lighted cigarettes, exposed flame heaters, welding or cutting devices, or open flame lights.

(x) Personnel shall not carry lighters or matches on their person while engaged in fuel servicing operations. Lighters or matches are prohibited on or in fueling equipment.

<b>Solicitation Assemble</b> <b>200000021</b>	<b>Document Phase</b> <b>Final</b>	<b>Document Description</b> Aviation Fuel Dispensing Services for Forestry in Palmer, AK	<b>Page 37 of 58</b>
--	---------------------------------------	--	----------------------

(xi) Aircraft fuel servicing shall be done outdoors. Aircraft being fueled shall be positioned so aircraft fuel vents or fuel tank openings are not closer than 25 feet from a building. Aircraft being fueled shall not be positioned so fuel tank vents or openings are within 50 feet of any combustion and ventilation air-intake to any boiler, heater, or incinerator room.

(xii) Aircraft fuel servicing vehicles shall be positioned so that a path of egress is maintained. The propulsion or pumping engine of aircraft fuel servicing vehicles shall not be positioned under the wing of the aircraft during over-wing refueling or where aircraft vents are located on the upper wing surface. Aircraft fuel servicing vehicles shall not be positioned within a 10-foot radius of aircraft fuel system vent openings. Parking brakes shall be set on fuel servicing vehicles before operators leave the cab. Refueling unit shall be chocked.

(xiii) During fueling operations, DOF will provide appropriate fire extinguishers for the aircraft servicing ramps. DOF will provide information and training on the use of these extinguishers to fuel servicing personnel.

(xiv) Each operator shall establish procedures to prevent refuel unit overfill during defueling.

(xv) Refueling vehicle storage (parking) shall not be closer than 100 feet to any building or structure. Refuel units shall be parked at least 25 feet apart from each other.

(xvi) The Contractor must comply with integrity testing requirements for tank and truck inspections. Appropriate documentation and records must be kept.

(xvii) Any handheld lights **must** be intrinsically safe and rated appropriately for use in hazardous locations.

## **(I) CONTRACTOR RESPONSIBILITIES**

(i) At their expense the Contractor shall

- 1) Obtain all required licenses and permits, including access of personnel and equipment in secured areas of the airport, i.e., clearances, refueler parking permits, gate openers, etc.;
- 2) Comply with any and all federal, state, borough, and municipal laws, codes, and regulations,
- 3) Provide competent superintendence at the work site with authority to act for the Contractor at all times;
- 4) Take precautions necessary to protect property and persons including third parties against injury or damage and be responsible for any such injury or damage that occurs as a result of Contractor's fault or negligence (the term "third parties" is construed to include employees of the State);
- 5) Ensure all employees engaged in the performance of this contract are thoroughly familiar with its requirements.

<b>Solicitation Assemble</b> <b>200000021</b>	<b>Document Phase</b> <b>Final</b>	<b>Document Description</b> Aviation Fuel Dispensing Services for Forestry in Palmer, AK	<b>Page 38 of 58</b>
--	---------------------------------------	--	----------------------

(ii) Security of Property and Equipment. The security of **all** non-government and assigned State property, associated refuelers, and equipment used under this contract is the Contractor's responsibility.

**(iii) Contractor Personnel Conduct – Replacement**

1) The Contractor shall provide personnel fully qualified to perform the services outlined in this solicitation and in any contract resulting from this solicitation. As a designated representative of the Contractor, contractor personnel are expected to perform and act in a professional manner at all times. The Contractor shall be fully responsible for the actions of contractor employees during the performance and term of this contract.

2) Performance of contract services may involve work on State-owned or State-leased property or facilities. Contractor employees are expected to follow the rules of conduct that apply to all personnel, State and non-state, working on such facilities. A copy of such rules will be available from the State.

3) The Contractor's employees are an integral element of the contract. As a team member, cooperation, within the scope of this contract, is essential to successful completion of the contract. Personnel who perform ineffectively, refuse to cooperate in fulfilling contract objectives, unable or unwilling to adapt to field living conditions, or whose general performance is unsatisfactory or otherwise disruptive, shall be replaced by the Contractor, at the State's discretion. The Contractor shall be notified by the Procurement Officer or designee of all unsatisfactory conduct or performance, stating the conditions of unsatisfactory or unsafe performance by Contractor personnel. An opportunity for corrective action may be afforded when conditions warrant.

**(m) OTHER NON-CATEGORIZED ITEMS**

**(i) Mobile Cell Phone Units**

The Contractor shall furnish the refueler operator a mobile cell phone unit.

**(ii) Personal Portable VHF/FM Radios**

If required, the State shall furnish VHF personal portable radios with batteries for use in Palmer. If issued, Contractor will return radios to the State at the end of the season.

**(iii) Reporting of Problems**

At any time during the contract period when problems arise concerning personnel or fuel quality control, the Contractor or their personnel shall immediately notify the designated State representative or designee.

**(iv) Substitution of Refuelers or Personnel**

The Contractor may substitute refuelers or personnel during the performance of the contract provided each substitution is inspected and accepted per conditions and terms of the contract.

<b>Solicitation Assemble</b> <b>200000021</b>	<b>Document Phase</b> <b>Final</b>	<b>Document Description</b> Aviation Fuel Dispensing Services for Forestry in Palmer, AK	<b>Page 39 of 58</b>
--	---------------------------------------	--	----------------------

1) The Contractor shall notify the designated State representative or designee when any key employees (as identified in the Contractor's proposal) are replaced.

2) Temporary or intermittent employees hired for peak workloads must be qualified to operate the equipment as well as the proper servicing of the aircraft.

**v) Accounting for Fuel**

The Contractor shall daily account for fuel received, issued, and stored. Physical inventory forms and refueling unit meter reconciliation sheets shall be completed to properly account for fuel. All fuel issues shall be documented on an OAS 59.

**(vi) Scheduling Inspections**

1) The designated State representative or designee will schedule all inspections in writing or by telephone. Hours for inspection are 7:30 a.m. to 4:30 p.m., Monday through Friday, excluding State holidays, unless otherwise scheduled by the State. The Contractor may request re-scheduling of any inspection in writing no later than 10 calendar days prior to the scheduled inspection date. The designated State representative or designee will attempt to accommodate the request if it does not interfere with other scheduled inspections.

2) Inability to comply with the initial or revised inspection schedule shall not constitute a basis for an automatic revised delivery schedule (i.e., reporting date). The Contractor's inability to have equipment inspected and approved, including any required repairs, by the reporting date and time may constitute a basis for non-performance and termination for default.

**(vii) Annual Inspections**

1) The Contractor shall make all equipment available for inspection at the location (report base) or other location acceptable to the State and at a mutually agreed upon time and date not later than 72 hours prior to the period of performance. At the time of inspection, the refueler shall comply with all specifications set forth in this document.

2) Technical inspections of refuelers and equipment will include interior inspection of fuel tanks and filter/vessel housings and filter elements, when requested, and when circumstances warrant.

3) Technical and safety inspection and approval of refuelers by the State will be made prior to refueler operation in performance of this contract.

4) Technical inspection and approval of refueler operators by the State will be made prior to performance of this contract. Refueler operators may be required to demonstrate competency in transporting, filtering and dispensing fuel.

**(vii) Fuel Truck Safety Inspection**

Prior to the start of each period of performance, the Contractor shall have a qualified mechanic inspect the mechanical condition of the vehicles. This inspection shall include, but not be limited to, brakes, emergency brake, tires, mufflers, and steering and lights. The Contractor shall also document the inspection process, items checked, date and identify the individual performing the inspection.

<b>Solicitation Assemble</b> <b>200000021</b>	<b>Document Phase</b> <b>Final</b>	<b>Document Description</b> Aviation Fuel Dispensing Services for Forestry in Palmer, AK	<b>Page 40 of 58</b>
--	---------------------------------------	--	----------------------

**(ix) Reporting and Releasing Bases**

All equipment, facilities, and personnel (not including additional personnel referenced in OTHER TERMS AND CONDITIONS, CONTRACT PERFORMANCE, required under this contract shall be delivered (report to), and shall be removed (released from), the Forestry ramp facility in Palmer. Winter storage is NOT available at the Forestry Palmer facilities.

**(x) Measurement and Payment of Fuel**

Fuel will be measured in gallons pumped into aircraft and be documented through the use of a fuel ticket that is printed from Fuel Ticket Printer. The fuel ticket will document the number of gallons and the type of fuel delivered to the aircraft. The pilot will sign the ticket and provide an agency charge code. One copy of the fuel ticket will be available for the pilot, a second copy will be submitted by the vendor for invoicing to the State. A third copy may be maintained by the Contractor for documentation. Hand-signing the beginning and ending meter is acceptable on the invoice.

In addition to the fuel ticket, fuel delivery will also be documented on an OAS-59 (Fuel and Oil Issue Record) which details type of fuel, number of gallons, agency charge code, fueler signature, and pilot signature. The Contractor shall ensure all entries are legible.

Payment as provided above shall be full consideration for all work performed under the contract.

**(xi) Damages**

The following provisions shall apply to contract performance effective after initial contract inspection, acceptance, and start-up.

**1) Actual Damages**

The Contractor shall be responsible for all damage to the State that may result from the failure or refusal of the Contractor to perform any of the services specified under this contract. Such damages shall be in addition to deductions for unavailability and excess procurement costs provided above.

**2) Damages for Delay**

During extended delays (three days or more), the State reserves the right to obtain similar services elsewhere and charge the Contractor for any resulting excess costs.

**(xii) Miscellaneous Charges**

**1)** Miscellaneous charges for goods or services furnished by the State on behalf of the Contractor shall be deducted from amounts due under the contract.

**2)** State-furnished fuel used negligently, spilled, contaminated by the Contractor, or used for the convenience of the Contractor will be deducted from amounts due the Contractor at the current cost per gallon.



<b>Solicitation Assemble</b> 200000021	<b>Document Phase</b> Final	<b>Document Description</b> Aviation Fuel Dispensing Services for Forestry in Palmer, AK	<b>Page 41 of 58</b>
---	--------------------------------	--	----------------------

**(xiii) Loss, Damage, or Destruction**

**1) State-owned Property**

During the term of the contract, certain State-furnished property may be assigned to the Contractor. If the property is lost, stolen, or damaged, or destroyed as a result of the Contractor's negligence, the cost of repair or fair market value of the property will be charged to the Contractor and deducted from payments due under this contract. The value of such equipment will not exceed \$10,000.

**2) Contractor-owned Property:**

If property is lost, stolen, damaged, or destroyed as a result of the State's negligence, the Contractor shall submit a claim to the Procurement Officer fully documenting the occurrence, extent of damage, and documentation supporting the cost claimed. Such claims must be submitted within 48 hours after discovery of such damage.

**(xiv) Housekeeping**

Product storage and refueler parking areas furnished by the State for the Contractor's use shall be kept clean and clear of excess refuelers or support equipment, and neat and free of fire hazards.

**(xv) Removal and Winter Storage of Contractor-Owned Equipment**

Winter storage is NOT available at the Palmer Forestry Facility for refuelers during the off-season.

**(xvi) State Use of Equipment**

State personnel are not authorized to drive the Contractor's refueler and pump fuel from the refueler into the aircraft.

**(n) PROTECTION OF STATE PROPERTY AND SPILL PREVENTION**

The Contractor shall not damage or contaminate existing buildings, equipment, asphalt pavement, soil, or vegetation such as trees, shrubs, or grass on State property. If the Contractor damages or contaminates any such buildings, equipment, asphalt pavement, soil, or vegetation, or other State owned or leased facilities or assets, they shall replace the damaged items or repair the damage at no expense to the State and to the satisfaction of the State. Further, should the Contractor fail or refuse to make such repairs or replacements, the State may have said repairs or replacement accomplished by another agency, and the Contractor shall be liable for the cost thereof, which may be deducted from the amounts due under a contract resulting from this ITB.

The ordering agency shall first attempt through informal agreement with the Contractor to collect for replacement, repairs, or cost to be paid. If disagreement persists, the matter shall be referred to the Procurement Officer.

Unless approved by the Support Services Division, no costs shall be deducted from amounts due or owing without the Contractor's written consent.

<b>Solicitation Assemble</b> <b>200000021</b>	<b>Document Phase</b> <b>Final</b>	<b>Document Description</b> Aviation Fuel Dispensing Services for Forestry in Palmer, AK	<b>Page 42 of 58</b>
--	---------------------------------------	--	----------------------

The Contractor shall take all measures as required by law to prevent Petroleum, Oil, or Lubricant (POL) spills, including but not limited to, any spilling, leaking, pumping, pouring, emitting, emptying, or dumping into or onto any land or water. In the event the Contractor spills any POL, including but not limited to, gasoline, diesel fuel, fuel oil, aviation fuel, lubrication oil, or hydraulic oil, the Contractor shall be responsible for the containment, clean-up, and disposal of the POL spilled. Should the Contractor fail or refuse to take the appropriate containment, clean-up, and disposal actions, the State may do so itself. The Contractor shall reimburse the State for all expenses incurred including fines levied by appropriate agencies of federal or local governments.

**(o) SPILL CLEAN-UP**

The Contractor will be responsible for all fuel spill(s) that may occur during storage, transit, or fueling operations. Contractors must immediately report spillage to the local Alaska Department of Environmental Conservation (DEC), and to the United States Coast Guard District Office (USCG), as required by law, and clean-up the spillage. Failure to do so will cause the State to take corrective action and charge the Contractor for all related costs.

**(p) CONTRACTOR-FURNISHED AVIATION FUEL**

The Contractor will be required to provide all Jet A and AvGas 100LL fuel for this contract. The Contractor must notify the State at any time the Contractors inventory, on-site, of Jet A becomes less than 10,000 gallons and less than 2500 gallons of 100LL.

**(q) CONTRACT PRICES**

**(i) Fuel**

The State will pay the Contractor for the actual cost of fuel, verified by the Procurement Officer or the Designated State Representative based on the actual invoice cost, as verified by receipt, from the wholesale fuel jobber to the contract holder.

**1) PRODUCT TESTING**

The fuels offered must meet the specifications listed within this ITB. Prior to award of a contract, and at any time during the contract period, tests may be performed by the State at its discretion using appropriate test equipment and methods to measure conformance with the specifications. The Contractor will be allowed to participate in any such tests.

**(ii) PRODUCT QUALITY**

In case of substandard fuel or damage directly traceable to contaminants in the fuel, the Contractor will be responsible for all costs incurred, including costs of removing all contaminated fuel from the aircraft tanks or drums, employee costs, damage to machinery, replacement parts and filters, and any additional expenses. This includes but is not limited to the following impurities: water, dirt, harmful oils, fibrous materials, bacteria, and other petroleum products or contaminants.

<b>Solicitation Assemble</b> 200000021	<b>Document Phase</b> Final	<b>Document Description</b> Aviation Fuel Dispensing Services for Forestry in Palmer, AK	<b>Page 43 of 58</b>
---	--------------------------------	--	----------------------

**(ii) Daily Charge**

Bidders shall specify a firm Daily Charge for the period of performance from April 15<sup>th</sup> to August 15<sup>th</sup> of each contract year. The Daily Charge is the bidder's total bid price to transport and deliver fuel to the State and dispense said fuel into aircraft located at the State of Alaska's DOF's facility in Palmer, Alaska. This contract pricing is to include all fixed and variable costs such as labor, overhead, handling, storage, delivery costs, fees for licensing and certification, profit, and any and all other costs, charges, or fees associated with delivery and dispensing of the fuel. The Daily Charge offered is to remain firm for the full term of the contract (initial term and all renewal options).

**(iii) Guarantees**

The State guarantees the successful contractor will be paid the agreed to Daily Charge during the April 15<sup>th</sup> to August 15<sup>th</sup> period of performance and any extensions to this period.

The State guarantees to pay the agreed to cost per gallon for fuel during the April 15<sup>th</sup> to August 15<sup>th</sup> period of performance and any extensions to this period for actual gallons pumped into State aircraft during the period of performance.

The State does not guarantee a minimum or maximum amount of fuel to be provided to the State under any contract resulting from this ITB.

<b>Solicitation Assemble</b> 200000021	<b>Document Phase</b> Final	<b>Document Description</b> Aviation Fuel Dispensing Services for Forestry in Palmer, AK	<b>Page 44 of 58</b>
---	--------------------------------	--	----------------------

## ***SECTION 3. CONTRACT INVOICING AND PAYMENTS***

### **SEC. 3.01 BILLING INSTRUCTIONS**

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

- a) **Contract Number and title;**
- b) **Identification of billing period;**
- c) **An itemized listing of deliverables and charges for the invoiced period;**
- d) **Total amount billed;**
- e) **Date invoice was submitted for payment; and**
- f) **Entity name, contact information, and Alaska vendor number.**

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

### **SEC. 3.02 PAYMENT FOR STATE PURCHASES**

Payment for agreements under \$500,000 for the undisputed purchase of goods or services provided to the State, 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.

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

### **SEC. 3.03 PROMPT PAYMENT FOR STATE PURCHASES**

The State is eligible to receive a 5% discount for all invoices paid within 15 business days from the date of receipt of the commodities or services and/or a correct invoice, whichever is later. The discount shall be taken on the full invoice amount. The State shall consider payment being made as either the date a printed warrant is issued or the date an electronic funds transfer is initiated.

### **SEC. 3.04 THIRD-PARTY FINANCING AGREEMENTS NOT ALLOWED**

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

<b>Solicitation Assemble</b> 200000021	<b>Document Phase</b> Final	<b>Document Description</b> Aviation Fuel Dispensing Services for Forestry in Palmer, AK	<b>Page 45 of 58</b>
---	--------------------------------	--	----------------------

## **SECTION 4. EVALUATION AND CONTRACTOR SELECTION**

### **SEC. 4.01 EVALUATION OF BIDS**

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

Bidder shall be required to provide within five working days of the State's request, the information listed below. Failure to provide the information within the stated time frame may be considered sufficient reason for the rejection of the bid, or cancellation of the contract, if not detected until after award of the contract:

### **SEC. 4.02 APPLICATION OF PREFERENCES**

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

<http://doa.alaska.gov/dgs/pdf/pref1.pdf>

- Alaska Products Preference - AS 36.30.332
- Recycled Products Preference - AS 36.30.337
- Local Agriculture and Fisheries Products Preference - AS 36.15.050
- Employment Program Preference - AS 36.30.321(b)
- Alaskans with Disabilities Preference - AS 36.30.321(d)
- Alaska Veteran's Preference - AS 36.30.321(f)

### **SEC. 4.03 ALASKA BIDDER PREFERENCE**

Procurement Officer Note: this section should not be altered or deleted. the exception is if you're using the Alaska bidder preference certification form. then the Alaska bidder preference statement section below can be altered to require the bidder to include the form with their bid in order to receive the preference.

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

- 1) holds a current Alaska business license prior to the deadline for receipt of bids;
- 2) submits a bid for goods or services under the name appearing on the bidder's current Alaska business license;
- 3) has maintained a place of business within the state staffed by the bidder, or an employee of the bidder, for a period of six months immediately preceding the date of the bid;
- 4) is incorporated or qualified to do business under the laws of the state, is a sole proprietorship and the proprietor is a resident of the state, is a limited liability company (LLC) organized under AS 10.50 and all members are residents of the state, or is a partnership under AS 32.06 or AS 32.11 and all partners are residents of the state; and

<b>Solicitation Assemble</b> 200000021	<b>Document Phase</b> Final	<b>Document Description</b> Aviation Fuel Dispensing Services for Forestry in Palmer, AK	<b>Page 46 of 58</b>
---	--------------------------------	--	----------------------

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 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.

#### **SEC. 4.04 ALASKA VETERAN PREFERENCE**

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

- (a) sole proprietorship owned by an Alaska veteran;
- (b) partnership under AS 32.06 or AS 32.11 if a majority of the partners are Alaska veterans;
- (c) limited liability company organized under AS 10.50 if a majority of the members are Alaska veterans; or
- (d) corporation that is wholly owned by individuals, and a majority of the individuals are Alaska veterans.

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

#### **Alaska Veteran Preference Statement**

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

#### **SEC. 4.05 EMPLOYMENT PROGRAM PREFERENCE**

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

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

<b>Solicitation Assemble</b> <b>200000021</b>	<b>Document Phase</b> <b>Final</b>	<b>Document Description</b> Aviation Fuel Dispensing Services for Forestry in Palmer, AK	<b>Page 47 of 58</b>
--	---------------------------------------	--	----------------------

#### **SEC. 4.06 ALASKANS WITH DISABILITIES PREFERENCE**

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

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

#### **SEC. 4.07 PREFERENCE QUALIFICATION LETTER**

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

#### **SEC. 4.08 EXTENSION OF PRICES**

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

#### **SEC. 4.09 METHOD OF AWARD**

Award will be made as one lot to the lowest responsive and responsible bidder on the Total Contract Cost. In order to be considered responsive, bidders must bid on all items on the Bid Schedule, Helicopter Data, and Bidder Information.

#### **SEC. 4.10 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 procurement officer. A company or person who proceeds prior to receiving a Purchase Order, Contract Award, Lease, or some other form of written notice from the procurement officer does so without a contract and at their own risk.

<b>Solicitation Assemble</b> 200000021	<b>Document Phase</b> Final	<b>Document Description</b> Aviation Fuel Dispensing Services for Forestry in Palmer, AK	<b>Page 48 of 58</b>
---	--------------------------------	--	----------------------

## **SECTION 5. GENERAL PROCESS AND LEGAL INFORMATION**

### **SEC. 5.01 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 Preference and Alaskans with Disabilities Preference, a bidder must hold a valid Alaska business license prior to the deadline for receipt of bids. Bidders should contact the **Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing, PO Box 110806, Juneau, Alaska 99811-0806**, for information on these licenses. Acceptable evidence that the bidder possesses a valid Alaska business license may consist of any one of the following:

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

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

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

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

### **SEC. 5.02 AUTHORITY**

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

### **SEC. 5.03 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.



<b>Solicitation Assemble</b> 200000021	<b>Document Phase</b> Final	<b>Document Description</b> Aviation Fuel Dispensing Services for Forestry in Palmer, AK	<b>Page 49 of 58</b>
---	--------------------------------	--	----------------------

#### **SEC. 5.04 SUITABLE MATERIALS, ETC.**

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

#### **SEC. 5.05 SPECIFICATIONS**

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

#### **SEC. 5.06 CONTRACTOR SITE INSPECTION**

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

#### **SEC 5.07 ORDER DOCUMENTS**

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

#### **SEC. 5.08 HUMAN TRAFFICKING**

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

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

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

#### **SEC. 5.09 RIGHT OF REJECTION**

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

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

<b>Solicitation Assemble</b> <b>200000021</b>	<b>Document Phase</b> <b>Final</b>	<b>Document Description</b> Aviation Fuel Dispensing Services for Forestry in Palmer, AK	<b>Page 50 of 58</b>
--	---------------------------------------	--	----------------------

Minor informalities that:

- do not affect responsiveness;
- are merely a matter of form or format;
- do not change the relative standing or otherwise prejudice other offers;
- do not change the meaning or scope of the RFP;
- are trivial, negligible, or immaterial in nature;
- do not reflect a material change in the work; or
- do not constitute a substantial reservation against a requirement or provision;

may be waived by the procurement officer.

The State reserves the right to refrain from making an award if it determines that to be in its best interest.

**A bid from a debarred or suspended bidder shall be rejected.**

#### **SEC. 5.10 STATE NOT RESPONSIBLE FOR PREPARATION COSTS**

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

#### **SEC. 5.11 DISCLOSURE OF BID CONTENTS**

All bid prices become public information at the bid opening. After the deadline for receipt of bids, all other bid material submitted become the property of the State of Alaska and may be returned only at the State's option. AS 40.25.110 requires public records to be open to reasonable inspection. All other bid information will be held in confidence during the evaluation process and prior to the time a Notice of Intent to Award is issued. Thereafter, bids will become public information.

Trade secrets and other proprietary data contained in bids may be held confidential if the bidder requests, in writing, that the procurement officer does so, and if the procurement officer agrees, in writing, to do so. The bidder's request must be included with the bid, must clearly identify the information they wish to be held confidential, and include a statement that sets out the reasons for confidentiality. Unless the procurement officer agrees in writing to hold the requested information confidential, that information will also become public after the Notice of Intent to Award is issued.

#### **SEC. 5.12 ASSIGNMENTS**

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

#### **SEC. 5.13 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.

<b>Solicitation Assemble</b> 200000021	<b>Document Phase</b> Final	<b>Document Description</b> Aviation Fuel Dispensing Services for Forestry in Palmer, AK	<b>Page 51 of 58</b>
---	--------------------------------	--	----------------------

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

#### **SEC. 5.14 DEFAULT**

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

#### **SEC. 5.15 DISPUTES**

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

#### **SEC. 5.16 SEVERABILITY**

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

#### **SEC. 5.17 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 only liable for payment in accordance with the payment provisions of this contract for supplies or services provide before the effective date termination.

#### **SEC. 5.18 GOVERNING LAW; FORUM SELECTION**

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

#### **SEC. 5.19 SOLICITATION ADVERTISING**

Public notice has been provided in accordance with 2 AAC 12.220.

#### **SEC. 5.20 QUALIFIED BIDDERS**

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

- 1) Add value in the contract by actually performing, controlling, managing, or supervising the services to be provided; or
- 2) Be in the business of selling and have actually sold on a regular basis the supplies that are the subject of the ITB.

<b>Solicitation Assemble</b> 200000021	<b>Document Phase</b> Final	<b>Document Description</b> Aviation Fuel Dispensing Services for Forestry in Palmer, AK	<b>Page 52 of 58</b>
---	--------------------------------	--	----------------------

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

## **SEC 5.21 FEDERALLY IMPOSED TARIFFS**

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

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

**After-imposed or Increased Taxes and Duties:** Any Federal excise tax or duty for goods or services covered by this contract that was exempted or excluded on the contract award date but later imposed on the Contractor during the contract period, as the result of legislative, judicial, or administrative action may result in a price increase provided:

- a) The tax or duty takes effect after the contract award date and isn't otherwise addressed by the contract;
- b) The Contractor warrants, in writing, that no amount of the newly imposed Federal excise tax or duty or rate increase was included in the contract price, as a contingency or otherwise.

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

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

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

## **SEC. 5.22 PROTESTS**

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

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

If an interested party wishes to protest the content of a solicitation, the protest must be received, in writing, by the procurement officer at least 10 days prior to the deadline for receipt of bids.

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

<b>Solicitation Assemble</b> <b>200000021</b>	<b>Document Phase</b> <b>Final</b>	<b>Document Description</b> Aviation Fuel Dispensing Services for Forestry in Palmer, AK	<b>Page 53 of 58</b>
--	---------------------------------------	--	----------------------

If a bidder wishes to protest the award of a contract or the proposed award of a contract, the protest must be received, in writing, by the procurement officer within 10 days after the date the Notice of Intent to Award the contract is issued.

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

- The name, address, and telephone number of the protester;
- The signature of the protester or the protester's representative;
- Identification of the contracting agency and the solicitation or contract at issue;
- A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and the form of relief requested.

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

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

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

<b>Solicitation Assemble</b> 200000021	<b>Document Phase</b> Final	<b>Document Description</b> Aviation Fuel Dispensing Services for Forestry in Palmer, AK	<b>Page 54 of 58</b>
---	--------------------------------	--	----------------------

## ***SECTION 6. ATTACHMENTS***

### **SEC. 6.01 ATTACHMENTS**

#### **Attachments:**

1. Federal Debarment, Suspension, Etc. Certification Form;
2. Bid Schedule

<b>Solicitation Assemble</b> <b>200000021</b>	<b>Document Phase</b> <b>Final</b>	<b>Document Description</b> Aviation Fuel Dispensing Services for Forestry in Palmer, AK	<b>Page 55 of 58</b>
--	---------------------------------------	--	----------------------

**ATTACHMENT 1**  
**Certification Regarding Debarment, Suspension, Ineligibility**  
**and Voluntary Exclusion**  
**Lower Tier Covered Transactions**

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

**(BEFORE COMPLETING CERTIFICATION, READ THE INSTRUCTIONS ON THE  
FOLLOWING PAGE WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)**

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

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

Name of Representative: \_\_\_\_\_.

Title of Representative: \_\_\_\_\_.

Signature: \_\_\_\_\_.

Date: \_\_\_\_\_.

1. Is this company enrolled in the Federal System for Awards Management (SAM)? YES NO
2. If Yes, please provide either the DUNS Number \_\_\_\_\_ or the Cage Code \_\_\_\_\_.
3. If No, the company must be enrolled in SAM before a contract can be signed or payment made on a contract involving federal funds. Failure to do so will result in cancellation of the contract.

<b>Solicitation Assemble</b> <b>200000021</b>	<b>Document Phase</b> <b>Final</b>	<b>Document Description</b> Aviation Fuel Dispensing Services for Forestry in Palmer, AK	<b>Page 56 of 58</b>
--	---------------------------------------	--	----------------------

### Instructions for Certification

1. By signing and submitting this Proposal, the prospective recipient of federal assistance funds is providing the certification as set out below.
2. The certification in this class is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of federal assistance funds shall provide immediate written notice to the person to whom this Proposal is submitted if at any time the prospective recipient of federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "Proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this Proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of federal assistance funds agrees by submitting this Proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of federal assistance funds further agrees by submitting this Proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.



<b>Solicitation Assemble</b> 200000021	<b>Document Phase</b> Final	<b>Document Description</b> Aviation Fuel Dispensing Services for Forestry in Palmer, AK	<b>Page 57 of 58</b>
---	--------------------------------	--	----------------------

**ATTACHMENT 2**  
**BID SCHEDULE, BIDDER INFORMATION,**  
**and PREFERENCE CERTIFICATION**

**The Total Combined five years cost shown on the Bid Schedule will be used only for award and evaluation purposes.** The State will pay the actual unit cost per gallon only for the actual number of gallons pumped into State aircraft. The State does not guarantee a minimum or maximum amount of fuel to be provided under any contract resulting from this ITB.

**Bidders shall specify a firm Daily Charge for the period of performance from April 15th to August 15th of each contract year. The Daily Charge is the bidder's total bid price to transport and deliver fuel to the State and dispense said fuel into aircraft located at the State of Alaska's Division of Forestry's facility in Palmer, Alaska. This contract pricing is to include all fixed and variable costs such as labor, overhead, handling, storage, delivery costs, fees for licensing and certification, profit, and any and all other costs, charges, or fees associated with delivery and dispensing of the fuel. The Daily Charge offered is to remain firm for the full term of the contract.**

Unless claiming the Alaska Product Preference, the bidder is not required to specify the brand of fuel in their bid. If claiming the Alaska Product Preference, the bidder must specify the brand of fuel in their bid. No product exchanges or substitutions will be allowed to bidders receiving the Alaska Product Preference if awarded a contract. A bidder claiming the Alaska Product Preference who fails to identify the brand of fuel offered in their bid will cause the state to disallow the preference.

The number of days shown in the Bid Schedule is the number of calendar days from April 15th to August 15th. This is the anticipated annual Period of Performance for a contract resulting from this ITB and will be used only for award and evaluation purposes. The actual number of days may be more than 122 days based upon the actual needs of the State.

**(a) TOTAL CONTRACT COSTS** to transport and deliver fuel to the State and dispense the fuel into the State's aircraft for the period of April 15th through August 15th (approximately 122 days):

Year 1 – \$\_\_\_\_\_ cost per day x 122 = \$\_\_\_\_\_ Extended Cost.

Year 2 – \$\_\_\_\_\_ cost per day x 122 = \$\_\_\_\_\_ Extended Cost.

Year 3 – \$\_\_\_\_\_ cost per day x 122 = \$\_\_\_\_\_ Extended Cost.

Year 4 – \$\_\_\_\_\_ cost per day x 122 = \$\_\_\_\_\_ Extended Cost.

Year 5 – \$\_\_\_\_\_ cost per day x 122 = \$\_\_\_\_\_ Extended Cost.

Total combined five years \$\_\_\_\_\_

**(b) AMENDMENT(S)**

The bidder acknowledges receipt of the following amendment(s) issued for this ITB:

\_\_\_\_\_.

<b>Solicitation Assemble</b> <b>200000021</b>	<b>Document Phase</b> <b>Final</b>	<b>Document Description</b> Aviation Fuel Dispensing Services for Forestry in Palmer, AK	<b>Page 58 of 58</b>
--	---------------------------------------	--	----------------------

## **BIDDER INFORMATION**

Company Name: \_\_\_\_\_

Physical Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Company Website: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Telephone Number: \_\_\_\_\_

Contact Fax Number: \_\_\_\_\_

Contact Email Address: \_\_\_\_\_

Authorized Representative's Signature: \_\_\_\_\_

## **PREFERENCE CERTIFICATION**

**(a)** Does your company qualify for the Alaska Bidder's Preference? YES NO

If yes, you must have a current Alaska Business license at the Deadline for Responses.

**(b)** Does your company qualify for the Alaska Veteran's Preference? YES NO

If yes, provide a copy of your DD214 with social security number, serial number, date of birth, and other Privacy Act information redacted out with your bid or upon request by the DNR Procurement Officer. Also, preference is statutorily capped at \$5,000.00.

**(c)** Does your company qualify for the Alaska Employment Program or Alaskans with Disabilities preference? YES NO

If yes, provide a copy of the certification letter issued by the Division of Vocational Rehabilitation with your bid. Failure to provide a copy of the certification letter with your bid will result in disallowance of the preference.