

# STATE OF ALASKA INVITATION TO BID (ITB)



## AIRCRAFT AVIONICS PURCHASE AND INSTALL

2022 1000 5022

NOVEMBER 19, 2021

**IMPORTANT NOTICE:** If you received this solicitation from the State of Alaska's "Online Public Notice" web site, you must register with the procurement officer listed below in order to receive notification of subsequent amendments to the solicitation. Failure to register with the procurement officer may result in the rejection of your offer.

**BIDDER'S NOTICE:** By signature on this form, the bidder certifies that they comply with the following:

- (1) the bidder has a valid Alaska business license or will obtain one prior to award of any contract resulting from this ITB. If the bidder possesses a valid Alaska business license, the license number must be written below or one the following forms of evidence submitted with the bid:
  - a canceled check for the business license fee;
  - a copy of the business license application with a receipt date stamp from the State's business license office;
  - a receipt from the State's business license office for the license fee;
  - a copy of the bidder's valid business license;
  - a sworn notarized affidavit that the bidder has applied and paid for a business license;
- (2) the price(s) submitted was arrived at independently and without collusion, under penalty of perjury, and that the bidder is complying with:
  - the laws of the State of Alaska;
  - the applicable portion of the Federal Civil Rights Act of 1964;
  - the Equal Employment Opportunity Act and the regulations issued thereunder by the federal and state government;
  - the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal and state government;
  - the bid will remain open and valid for at least 90 days;
  - all terms and conditions set out in this Invitation to Bid (ITB).

If a bidder does not hold an Alaska Business License (1) at the time designated in the ITB for opening the State will disallow the Alaska Bidder Preference. Bids must also be submitted under the name as appearing on the bidder's current Alaska business license in order to receive the Alaska Bidder Preference. If a bidder fails to comply with (2) of this paragraph, the State may reject the bid, terminate the contract, or consider the Contractor in default.

NAME <a href="#">Shawn M. Olsen</a>	_____ COMPANY SUBMITTING BID	*DOES YOUR BUSINESS QUALIFY FOR THE ALASKA BIDDER'S PREFERENCE? [ ] YES                      [ ] NO
Phone: (907) 269-8687 TDD: (907) 269-8411	_____ AUTHORIZED SIGNATURE	*DOES YOUR BUSINESS QUALIFY FOR THE ALASKA VETERAN PREFERENCE? [ ] YES                      [ ] NO
Email: <a href="mailto:shawn.olsen@alaska.gov">shawn.olsen@alaska.gov</a>	_____ PRINTED NAME	*SEE ITB FOR EXPLANATION OF CRITERIA TO QUALIFY
_____ ALASKA BUSINESS LICENSE NUMBER	_____ DATE	_____ TELEPHONE NUMBER
_____ FEDERAL TAX ID NUMBER	_____ E-MAIL ADDRESS	

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## SECTION 1. INTRODUCTION & INSTRUCTIONS

### SEC. 1.01 PURPOSE OF THE ITB

The Department of Natural Resources, Division of Forestry, is soliciting bids for a qualified and certified contractor to purchase specific aircraft avionics, and to install the avionics. A more detailed description of the avionics can be found in SEC. 2.10 Scope of Work.

### SEC. 1.02 DEADLINE FOR RECEIPT OF BIDS

Bids must be received no later than **2:00 PM** Alaska Time on **December 10, 2021**, 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 REQUIREMENTS

In order for a bid to be considered responsive the bidder must meet these minimum requirements:

- The bidder must be an authorized Garmin Aviation Dealer and Installer.
- The work must be performed in Alaska.
- The work must be completed by April 15, 2022.

A bidder's failure to meet these minimum prior experience requirements will cause their bid to be considered non-responsive and rejected.

### SEC. 1.04 INVITATION TO BID (ITB) 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 10 days before the bid opening date. This will allow time for an amendment to be issued if one is required. It will also help prevent the opening of a defective bid, upon which award cannot be made, and the resultant exposure of bidders' prices.

### 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.

Questions can be emailed to [shawn.olsen@alaska.gov](mailto:shawn.olsen@alaska.gov) no later than **2:00 PM** Alaska Time, **November 29, 2021**.

**SEC. 1.06 SUBMITTING BIDS**

If submitting a bid via email, the bid may be emailed to [shawn.olsen@alaska.gov](mailto:shawn.olsen@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.

If submitting bids using U.S. mail, or delivery service, 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:

Department of Natural Resources  
Procurement Section  
Attention: Shawn M. Olsen  
Invitation to Bid (ITB) Number: 2022 1000 5022  
ITB Title: Aircraft Avionics Purchase and Install  
550 West 7<sup>th</sup> Avenue, Suite 1330  
Anchorage, Alaska 99501

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. 1.07 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: <https://iris-vss.alaska.gov/webapp/PRDVSS1X1/AltSelfService>. Bidders who are not enrolled prior to award of a contract will be notified by DNR Procurement. Failure of a bidder to enroll in the IRIS database will delay award of the contract and may delay issuance of contract work.

**SEC. 1.08 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;

- D. the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the 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 bid 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. 1.09 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. 1.10 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. 1.11 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, in accordance with 2 AAC 12.140. No amendments or withdrawals will be accepted after the deadline unless the delay is due to an error of the contracting agency, in accordance with 2 AAC 12.160.

#### **SEC. 1.12 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. 1.13 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.

ACTIVITY	TIME	DATE
Issue Date / ITB Released		November 19, 2021
Deadline for Receipt of Questions	2:00 PM	November 29, 2021
Deadline for Receipt of Bids / Bid Due Date	<b>2:00 PM</b>	<b>December 10, 2021</b>
<b>ANTICIPATED</b> Bid Evaluations Complete		Week of December 13, 2021
<b>ANTICIPATED</b> Notice of Intent to Award		Week of December 13, 2021
<b>ANTICIPATED</b> Contract Issued		Week of December 27, 2021

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. 1.14 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. 1.15 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 or services 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. 1.16 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.

## SECTION 2. CONTRACT INFORMATION

### SEC. 2.01 CONTRACT TERM

The length of the contract will be from the date of award, for approximately **three months** after delivery of aircraft.

### SEC. 2.02 CONTRACT ADMINISTRATION

The administration of this contract is the responsibility of the procurement officer or person appointed by the Department of Natural Resources, Division of Support Services.

### SEC. 2.03 CONTRACT FUNDING

The Department of Natural Resources, Division of Forestry, estimates a budget of approximately \$260,000 dollars for this contract. Bids priced at more than \$260,000 will be considered non-responsive.

Payment for the contract is subject to funds already appropriated and identified.

### SEC. 2.04 CONTRACT EXTENSION

Unless otherwise provided in this ITB, the State and the successful bidder/Contractor agree: (1) that any extension of the contract excluding any exercised renewal options, will be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect and (2) the procurement officer will provide written notice to the Contractor of the intent to cancel the month-to-month extension at least 30 days before the date of cancellation. A month-to-month extension may only be executed by the procurement officer via a written contract amendment.

### 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.

### SEC. 2.08 CONTRACT PERFORMANCE LOCATION

The location the work is to be performed, managed, and completed will be any Alaska airport location where the Contractor can perform, manage, and complete the required work.

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 SCOPE OF WORK AND SPECIFICATIONS**

The Contractor must purchase and install the following avionics equipment in a Cessna 208B. The following requirements must be met by the completed installation:

1. All systems must be integrated to the audio system and each other as required. The aircraft is equipped with three audio panel locations. Provision for a fourth audio panel will be provided forward of the cargo door. The installation must allow for each station to select and receive audio from any combination of transceivers. The system must also allow each station to selected and transmit on any of the transmitters.
2. The left EFIS system must be integrated with the following equipment, autopilot to include altitude preselect, and the radar altimeter. There will be an external provision for inhibiting the terrain warning system and selecting GPSS Steer or heading the switches will provide their own annunciation.
3. All transmit functions must fully mute all incoming audio except sidetone from active transmitter.
4. All systems must be isolated from aircraft system interference. No crosstalk or sidetone volume problems will be permitted. Side tone volumes must match each other and not change significantly when switching transmitters or receivers. The Contractor is responsible for system engineering and antenna placement to insure proper operation.
5. Installation will require modification to instrument panel it is vendors choice to modify the panel or install new panel. The panel must meet the requirements after installation on Cessna 208B manual section 11 for marking and placards.
6. The Contractor must provide complete wiring prints for the new installation and integration to existing wiring. All wiring will be marked to correspond to prints.

7. Installation must include fresh IFR cert. as well as FAA approved paperwork for all equipment.
8. Aircraft will require updated weight and Balance and equipment list provided by the Contractor.
9. Aircraft will require fresh compass swing and corrected compass card after installation. The State can provide a pilot for aircraft runs and taxi if needed.
10. Final inspection will be accomplished by State of Alaska Forestry personnel and include a test flight.

If any item is a problem, and/or the bidder believes that any of the following system will not work well or something needs added or subtracted please contact the Procurement Officer at [shawn.olsen@alaska.gov](mailto:shawn.olsen@alaska.gov).

The below equipment must be provided by Contractor:

1. Left EFIS	G600 1060L	010-01220-71
	Chart View	010-00878-40
	TAWS	010-00878-01
	Flight Stream 510	010-01322-01
	GAD 43E	010-00852-00
2. Standby Instrument	GI275	010-02325-00
	Battery Backup	010-02304-00
3. Comm 1	GTN750TI	010-00820-50
4. Comm 2	GTN650TI	010-01999-01
5. Comm 3	GTR225	010-01087-11
6. FM 1	TDFM-136B	081252-1-10
7. FM 2	TDFM-9100	P91649NV
8. FM 3	TDFM-9100 (spare and not installed)	P91649NV
9. FM 4	TDFM-136B	081252-1-10
10. FM Antenna x 4	Comant VHF Antenna	Any Approved
11. Sat Phone Tracker	Sky Node	S200-P12
12. Transponder 1	GTX345RD	010-01776-01
13. Transponder 2	GTX335R	010-01215-01
14. Transponder Antenna x 2	CI-105	Any Approved
15. TCAD	GTS800	010-00519-00

16. Pilots Audio Panel	PAC45A CTL45A	050-045-0200
17. Co-Pilots Audio Panel	CTL45A	050-045-0200
18. Observers Audio Panel	CTL45A	050-045-0200
19. Audio Processor	HUB45AR	050-045-0102
	Installation kit	250-945-0500
20. Engine Monitoring	TXI EIS	
21. USB Chargers x 3	GSB15	010-02544-21
22. Right EFI	GI275	010-02325-10
23. Pulse Light System	Any	Any Approved
24. RED/WHITE LED Tail Beacon	Any	Any Approved

### **SEC. 2.11 NEW EQUIPMENT**

Equipment offered in response to this ITB must be new equipment. New equipment means equipment that is currently in production by the manufacturer and is still the latest model, edition or version generally offered. The equipment must be warranted as new by the manufacturer and may not have been used for any purpose, other than display (not demonstration), prior to its sale to the State. The State will not accept remanufactured, used, or reconditioned equipment. It is the Contractor's responsibility to ensure that each piece of equipment installed in the State aircraft complies with this requirement. A Contractor's failure to comply with this requirement will cause the State to seek remedies under breach of contract.

### **SEC. 2.12 ITEM UPGRADES**

The State reserves the right to accept upgrades to models on the basic contract when the upgrades improve the way the equipment operates or improve the accuracy of the equipment. Such upgraded items must be at the same price as the items in the basic contract.

### **SEC. 2.13 WORKMANSHIP AND MATERIALS**

All work must be performed in a thorough and workmanlike manner and in accordance with current industry practices. The Contractor will be held responsible for the quality of the service, maintenance, and inspections. Service, maintenance, and inspections that are improperly done will be redone, by the Contractor, at the Contractor's risk and expense.

### **SEC. 2.14 EQUIPMENT INSPECTION**

Equipment offered may be subject to inspection and approval by the State prior to the award of purchase order. The equipment and attachments must be in good repair and capable of performing the work for which they were designed.

### **SEC. 2.15 PARTS BOOKS AND MAINTENANCE MANUALS**

Parts books and maintenance manuals must be provided at the same time that the equipment is delivered. The cost of the parts books and maintenance manuals must be included in the bid price of the equipment.

**SEC. 2.16 REQUIRED MANUALS AND HARDWARE**

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

**SEC. 2.17 F.O.B. POINT**

The F.O.B. point for all items purchased under this contract is the Contractor's place of business. Ownership of and title to the ordered items remains with the Contractor until the items have been installed in the State Aircraft and are accepted by the State.

The cost of shipping and delivery is to be included in the bid price. There will be no additional charge for shipping and delivery.

**SEC. 2.18 SHIPPING DAMAGE**

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

**SEC. 2.19 DELIVERY TIME**

Indicate, in the space provided on the Bid Schedule, the date the Contractor can complete the purchase and installation of the aircraft avionics. Bids that specify a completion date in excess of **April 15, 2022** will be considered non-responsive and the bids will be rejected.

**SEC. 2.20 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.

**SEC. 2.21 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. 2.22 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. 2.23 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 \$300,000 combined single limit per occurrence.
- Commercial Automobile Liability Insurance: Covering all vehicles used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per occurrence.

## 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:

- Contract number and title;
- Identification of the billing period;
- An itemized listing of deliverables and charges for the invoiced period;
- Total amount billed;
- Date invoice was submitted for payment;
- Entity name, contact information, and Alaska vendor number.

Invoices must be billed to the ordering agency's address shown on the individual Contract Award. 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 a State agency, will be made within 30 days of the receipt of a proper billing or the delivery of the goods or services to the location(s) specified in the agreement, whichever is later. A late payment is subject to 1.5% interest per month on the unpaid balance. Interest will not be paid if there is a dispute or if there is an agreement that establishes a lower interest rate or precludes the charging of interest.

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

## 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.

### 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:

<https://www.commerce.alaska.gov/web/portals/4/pub/APP/00ApplicationOfPreferences2017.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)

The Division of Vocational Rehabilitation in the Department of Labor and Workforce Development keeps a list of qualified employment programs and individuals who qualify as persons with a disability. As evidence of a business' or an individual's right to the Employment Program or Alaskans with Disabilities preferences, the Division of Vocational Rehabilitation will issue a certification letter. To take advantage of these preferences, a business or individual must be on the appropriate Division of Vocational Rehabilitation list prior to the time designated for receipt of bids. Bidders must attach a copy of their certification letter to the bid. **A bidder's failure to provide this certification letter with their bid will cause the State to disallow the preference.**

### SEC. 4.03 ALASKA BIDDER 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
- 5) if a joint venture, is composed entirely of ventures that qualify under (1)-(4) of this subsection.

#### **Alaska Bidder Preference Certification Form**

In order to receive the Alaska Bidder Preference, the bid must include the Alaska Bidder Preference Certification Form attached to this ITB. A bidder does not need to complete the Alaska Veteran Preference questions on the form if not claiming the Alaska Veteran Preference. A bidder's failure to provide this completed form with their bid will cause the State to disallow the preference.

#### **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 Certification**

In order to receive the Alaska Veteran Preference, the bid must include the Alaska Bidder Preference Certification Form attached to this ITB. A bidder's failure to provide this completed form with their bid will cause the State to disallow the 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.

**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 of 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 to the lowest responsive and responsible bidder. In order to be considered responsive, bidders must bid on all items.

**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.

## 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.

**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 federal, state, and local 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.

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.

The Office of Procurement and Property Management (OPPM), or their designee recognizes that some information an offeror submits might be confidential under the United States or the State of Alaska Constitution, a federal statute or regulation, or a State of Alaska statute: i.e., might be Confidential Business Information (CBI). *See, e.g.*, article 1, section 1 of the Alaska Constitution; AS 45.50.910 – 45.50.945 (the Alaska Uniform Trade Secrets Act); *DNR v. Arctic Slope Regional Corp.*, 834 P.2d 134, 137-39 (Alaska 1991). For OPPM or their designee to treat information an offeror submits with its bid as CBI, the offeror must do the following when submitting their bid: (1) mark the specific information it asserts is CBI; and (2) for each discrete set of such information, identify, in writing, each authority the offeror asserts make the information CBI. If the offeror does not do these things, the information will become public after the Notice of Intent to Award is issued. If the offeror does these things, OPPM or their designee will evaluate the offeror's assertion upon receiving a request for the information. If OPPM or their designee reject the assertion, they will, to the extent permitted by federal and State of Alaska law, undertake reasonable measures to give the offeror an opportunity to object to the disclosure of the information.

**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.

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 procure the goods or services from another source and hold the Contractor responsible for any resulting excess cost and may seek other remedies under law or equity.

**SEC. 5.15 DISPUTES**

If the Contractor has a claim arising in connection with the contract 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.

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 PROTEST

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.

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."

## **SECTION 6. ATTACHMENTS**

### **SEC. 6.01 ATTACHMENTS**

**Attachments:**

- 1) Attachment 1 – Certification of Entitlement to the Alaska Bidder Preference
- 2) Attachment 2 – Bid Schedule

## ATTACHMENT 1

### CERTIFICATION OF ENTITLEMENT TO THE ALASKA BIDDER PREFERENCE

I am the bidder or a duly authorized agent of the bidder, and I certify that the bidder is entitled to the Alaska Bidder Preference. I know and understand that the Alaska Bidder Preference provides for substantial benefits which could be favorable to the bidder and which could affect the award of the Invitation to Bid to the bidder's benefit. I am aware that falsely claiming the Alaska Bidder Preference is a violation of the State of Alaska Procurement Code (AS 36.30) and may be cause for felony prosecution and conviction.

I offer the following evidence or statements in support of my Certification of Entitlement to the Alaska Bidder Preference:

- 1) As of the deadline for receipt of the bids, the bidder possesses a valid Alaska business license in any one of the following forms:
  - a 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 notarized affidavit that the bidder has applied and paid for the Alaska business license.
  
- 2) In addition to holding a current Alaska business license prior to the deadline for receipt of bids, the bidder:
  - (a) is submitting a bid for goods or services under the name appearing on the bidder's current Alaska business license;
  - (b) 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;
  - (c) 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*
  - (d) if a joint venture, is composed entirely of ventures that qualify under items (a)-(c) of this subsection.

\_\_\_\_\_  
Signature of Bidder or Bidder's Authorized Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

## ATTACHMENT 2 BID SCHEDULE

Bidders are to submit their bid using this Bid Schedule. Bidders that fail to complete this bid schedule shall be considered non-responsive and their bids rejected. Bid prices are to remain firm for the duration of the contract and are to include all costs associated with providing required services, including, but not limited to, direct expenses, payroll, supplies, equipment, overhead, and profit. The Total Cost shown on this form is the cost that will be used for evaluation and award purposes under this ITB.

### 1. AIRCRAFT AVIONICS PURCHASE AND INSTALL

Item No.	Description	Total Cost
1.	<b>Cost of the Purchase and Installation of Aircraft Avionics</b> as specified within Section 2 of this ITB and any amendment(s) issued for the ITB.	\$ _____
2.	<b>Indicate the Date the work will be completed.</b> If the work completion date is later than April 15, 2022, the bid will be rejected.	
3.	<b>Company Name:</b>	
	Authorized Representative's Printed Name:	
	Authorized Representative's Signature:	
	Date Bid Schedule Signed:	

### 2. PREFERENCE CERTIFICATION:

ITEM	QUESTION	YES	NO
1.	Does your company qualify for the Alaska Bidder's Preference?		
2.	Does your company qualify for the Alaska Veteran's Preference? If yes, provide a copy of your DD 214 with your service/social security number, date of birth, and other Privacy Act protected information redacted or "inked" out.		
3.	Does your company qualify for the Alaskans with Disabilities preference? If yes, you must provide a copy of your certification letter issued by the Division of Vocational Rehabilitation to receive this preference.		
4.	Does your company qualify for the Employment Program Preference? If yes, you must provide a copy of your certification letter issued by the Division of Vocational Rehabilitation to receive this preference.		