

# STATE OF ALASKA

## INVITATION TO BID (ITB)



### ANCHORAGE AVIONICS

2023-1200-5219

JUNE 14, 2022

MAINTENANCE OF DPS AIRCRAFT AVIONICS IN ANCHORAGE, ALASKA.

**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 state and federal government;
  - the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the state and federal 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.

Jason Monkelien Procurement Specialist II	_____ COMPANY SUBMITTING BID	*DOES YOUR BUSINESS QUALIFY FOR THE ALASKA BIDDER'S PREFERENCE? [ ] YES [ ] NO
	_____ AUTHORIZED SIGNATURE	*DOES YOUR BUSINESS QUALIFY FOR THE ALASKA VETERAN PREFERENCE? [ ] YES [ ] NO
Phone: (907) 269-5582	_____ PRINTED NAME	*SEE ITB FOR EXPLANATION OF CRITERIA TO QUALIFY
Email: jason.monkelien@alaska.gov	_____ DATE	_____ TELEPHONE NUMBER
_____ ALASKA BUSINESS LICENSE NUMBER	_____ FEDERAL TAX ID NUMBER	_____ E-MAIL ADDRESS

# TABLE OF CONTENTS

<b>SECTION 1. INTRODUCTION &amp; INSTRUCTIONS .....</b>	<b>3</b>
SEC. 1.01 PURPOSE OF THE ITB .....	3
SEC. 1.02 DEADLINE FOR RECEIPT OF BIDS .....	3
SEC. 1.03 PRIOR EXPERIENCE .....	3
SEC. 1.04 INVITATION TO BID (ITB) REVIEW .....	4
SEC. 1.05 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF BIDS .....	4
SEC. 1.06 SUBMITTING BIDS .....	4
SEC. 1.07 BID FORMS .....	4
SEC. 1.08 PRICES .....	5
SEC. 1.09 ASSISTANCE TO BIDDERS WITH A DISABILITY .....	5
SEC. 1.10 AMENDMENTS TO BIDS .....	5
SEC. 1.11 AMENDMENTS TO THE ITB .....	5
SEC. 1.12 ITB SCHEDULE .....	6
SEC. 1.13 ALTERNATE BIDS .....	6
SEC. 1.14 SUPPORTING INFORMATION .....	6
SEC. 1.15 FIRM, UNQUALIFIED, AND UNCONDITIONAL OFFER .....	6
<b>SECTION 2. CONTRACT INFORMATION .....</b>	<b>7</b>
SEC. 2.01 CONTRACT TERM .....	7
SEC. 2.02 CONTRACT ADMINISTRATION .....	7
SEC. 2.03 CONTRACT FUNDING .....	7
SEC. 2.04 CONTRACT EXTENSION .....	7
SEC. 2.05 CONTRACT CHANGES – UNANTICIPATED AMENDMENTS .....	7
SEC. 2.06 SUBCONTRACTORS .....	7
SEC. 2.07 JOINT VENTURES .....	8
SEC. 2.08 CONTRACT PERFORMANCE LOCATION .....	8
SEC. 2.09 RIGHT TO INSPECT PLACE OF BUSINESS .....	8
SEC. 2.10 SCOPE OF WORK AND SPECIFICATIONS .....	9
SEC. 2.11 COMPONENTS, PARTS AND TOOLS .....	11
SEC. 2.12 CONTRACTOR QUALIFICATION .....	12
SEC. 2.13 ADMINISTRATIVE REQUIREMENTS .....	13
SEC. 2.14 SHIPPING DAMAGE .....	13
SEC. 2.15 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES .....	14
SEC. 2.16 CONTINUING OBLIGATION OF CONTRACTOR .....	14
SEC. 2.17 ESTIMATED QUANTITIES .....	14
SEC. 2.18 CONTRACT PRICE ADJUSTMENTS .....	14
SEC. 2.19 INFORMAL DEBRIEFING .....	15
SEC. 2.20 INDEMNIFICATION .....	15
SEC. 2.21 INSURANCE .....	15
<b>SECTION 3. CONTRACT INVOICING AND PAYMENTS .....</b>	<b>16</b>
SEC. 3.01 BILLING INSTRUCTIONS .....	16
SEC. 3.02 PAYMENT FOR STATE PURCHASES .....	16
SEC. 3.03 THIRD-PARTY FINANCING AGREEMENTS NOT ALLOWED .....	16
<b>SECTION 4. EVALUATION AND CONTRACTOR SELECTION .....</b>	<b>17</b>
SEC. 4.01 EVALUATION OF BIDS .....	17
SEC. 4.02 APPLICATION OF PREFERENCES .....	17
SEC. 4.03 ALASKA BIDDER PREFERENCE .....	17
SEC. 4.04 ALASKA VETERAN PREFERENCE .....	18
SEC. 4.05 ALASKA PRODUCT PREFERENCE .....	18
SEC. 4.06 EMPLOYMENT PROGRAM PREFERENCE .....	19

SEC. 4.07	ALASKANS WITH DISABILITIES PREFERENCE .....	19
SEC. 4.08	PREFERENCE QUALIFICATION LETTER .....	19
SEC. 4.09	EXTENSION OF PRICES.....	20
SEC. 4.10	METHOD OF AWARD .....	20
SEC. 4.11	NOTICE OF INTENT TO AWARD.....	20
<b>SECTION 5.</b>	<b>GENERAL PROCESS AND LEGAL INFORMATION.....</b>	<b>21</b>
SEC. 5.01	ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES.....	21
SEC. 5.02	AUTHORITY.....	21
SEC. 5.03	COMPLIANCE .....	21
SEC. 5.04	SUITABLE MATERIALS, ETC. ....	21
SEC. 5.05	SPECIFICATIONS.....	22
SEC. 5.06	CONTRACTOR SITE INSPECTION.....	22
SEC. 5.07	ORDER DOCUMENTS.....	22
SEC. 5.08	HUMAN TRAFFICKING .....	22
SEC. 5.09	RIGHT OF REJECTION .....	22
SEC. 5.10	STATE NOT RESPONSIBLE FOR PREPARATION COSTS.....	23
SEC. 5.11	DISCLOSURE OF BID CONTENTS.....	23
SEC. 5.12	ASSIGNMENTS.....	23
SEC. 5.13	FORCE MAJEURE (IMPOSSIBILITY TO PERFORM) .....	23
SEC. 5.14	DEFAULT .....	24
SEC. 5.15	DISPUTES .....	24
SEC. 5.16	SEVERABILITY .....	24
SEC. 5.17	CONTRACT CANCELLATION.....	24
SEC. 5.18	GOVERNING LAW; FORUM SELECTION .....	24
SEC. 5.19	SOLICITATION ADVERTISING .....	24
SEC. 5.20	QUALIFIED BIDDERS.....	24
SEC. 5.21	FEDERALLY IMPOSED TARIFFS .....	25
SEC. 5.22	PROTEST .....	25
<b>SECTION 6.</b>	<b>ATTACHMENTS.....</b>	<b>27</b>
SEC. 6.01	ATTACHMENTS.....	27

## SECTION 1. INTRODUCTION & INSTRUCTIONS

### SEC. 1.01 PURPOSE OF THE ITB

The Department of Public Safety (DPS), Aircraft Section, is soliciting bids for maintenance of DPS Aircraft Avionics in Anchorage.

### SEC. 1.02 DEADLINE FOR RECEIPT OF BIDS

Bids must be received no later than 1:30 p.m. Alaska Time on June 28, 2022, 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

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

- Must meet the qualifications of 14 CFR Part 65, Subpart E, and/or Part 145 (as applicable) with appropriate ratings for the work required as specified in Title 14 of the CFR, Subchapter H, Subpart B, paragraph 145.59.

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 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 SUBMITTING BIDS**

Vendors must submit one electronic copy of [dps.das.solicitations@alaska.gov](mailto:dps.das.solicitations@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) 269-5582 to confirm that the bid has been received. The state is not responsible for unreadable, corrupt, or missing attachments.

#### **SEC. 1.07 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 state and federal government;
- D. the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the state and federal 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. 1.08 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. 1.09 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 ten days prior to the deadline for receipt of bids.

### **SEC. 1.10 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. 1.11 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. 1.12 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		June 14, 2022
Deadline for Receipt of Bids / Bid Due Date	1:30pm	June 28, 2022
Bid Evaluations Complete		July 1, 2022
Notice of Intent to Award		July 5, 2022
Contract Issued		July 15, 2022

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 Public Safety, 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. 1.13 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. 1.14 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. 1.15 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, approximately July 15, 2022, through June 30, 2023, with three one-year renewal terms under the same terms and conditions as the original contract. Renewal options will be exercised at the sole discretion of the state.

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

The administration of this contract is the responsibility of the procurement officer or person appointed by the Department of Public Safety, Division of Administrative Services.

### **SEC. 2.03 CONTRACT FUNDING**

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 thirty (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 may be used to perform work under this contract. If a bidder intends to use subcontractors, the bidder must identify in the bids the names of the subcontractors and the portions of the work the subcontractors will perform. Subcontracted services may be utilized, with prior approval of DPS, for specialized maintenance which the Contractor cannot perform. However, the subcontractor shall meet the same qualifications, and carry the same insurance, as the Contractor.

The State will reimburse the Contractor for the actual rate paid for any subcontracted work. When the Contractor is reimbursed by the State for work conducted by a subcontractor, non-payment by the Contractor to the subcontractor constitutes default of this contract.

Subcontractor experience shall not be considered in determining whether the bidder meets the requirements set forth in **SEC. 1.03 PRIOR EXPERIENCE**.

If a bid with subcontractors is selected, the bidder must provide the following information concerning each prospective subcontractor within five working days from the date of the state's request:

- complete name of the subcontractor;
- complete address of the subcontractor;
- type of work the subcontractor will be performing;
- percentage of work the subcontractor will be providing;
- evidence that the subcontractor holds a valid Alaska business license; and
- a written statement signed by each proposed subcontractor that clearly verifies that the subcontractor is committed to render the services required by the contract.

A bidder's failure to provide this information, within the time set, may cause the state to consider their bid non-responsive and reject it.

Note that if the subcontractor will not be performing work within Alaska, they will not be required to hold an Alaska business license.

## **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, completed and managed at Merrill Field in Anchorage, 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. The Contractor shall have available for inspection all required certificates, licenses, manuals, work logs and similar materials. at time of inspection. Failure to comply with the terms, conditions, and specifications of this contract and/or furnish a hangar facility, as specified herein will cause the State to declare the Contractor in default of the contract.



## **SEC. 2.10 SCOPE OF WORK AND SPECIFICATIONS**

Except as otherwise provided in the contract, the Contractor shall furnish all necessary material, labor, supervision, services, equipment, tools, supplies, power, accessories, facilities, shipping and other items and services necessary for accomplishing the work to include any necessary inspections and return serviceable and airworthy. All items are subsidiary and incidental to the contract and no additional payment will be made. Wherever the contract provides that certain work is subsidiary, or it is without extra compensation, the payment for that work is included in the payment for the pay item and no further or additional payment shall be made for that work.

The contractor will perform avionics repairs, installation of new and used avionics equipment and complete wiring on DPS aircraft on an as-needed basis. This will include as-needed field repairs. Should an aircraft need avionics repairs while outside the Anchorage area, including outside the State of Alaska, the state reserves the right to contract with a local facility.

The state reserves the right to contract with other vendors for specialized avionics modifications.

### **Avionics maintenance/repair services to include:**

- routine, scheduled and non-scheduled maintenance;
- scheduled servicing and inspections;
- component/parts repairs as allowed and as applicable below;
- installation of avionics in DPS aircraft as required

The Alaska Department of Public Safety (DPS) is a full-service state police organization which conducts both law enforcement and wildlife enforcement duties across the entirety of the state of Alaska. Because of the vast spans of wilderness in the last frontier separate 82% of our communities from the road system, creating a challenge totally unique to our state. The department operates a multitude of fixed wing and rotary wing aircraft to meet various mission requirements. These aircraft primarily support wildlife enforcement, search and rescue efforts and numerous other law enforcement related missions.

The DPS primary maintenance and logistics headquarters is located at Lake Hood Airport (LHD/PALH) in Anchorage, Alaska. This facility serves as the primary maintenance and logistics facility for the department's entire state-wide flight operation with a secondary facility at Fairbanks International Airport (FAI/PAFA) in Fairbanks, Alaska. It is imperative that vendors are located within a reasonable distance from the DPS LHD facility. The department has considered critical elements such as logistics support and travel times involved conducting site visits, quality assurance inspections and mandatory return to service flights when establishing the proximity requirement. The Contractor's facility shall be located within 50 nautical miles of the DPS LHD hangar facility. The Contractor shall have ownership of, or an established term lease of a maintenance and hangar facility with both ramp and building capable of safely accommodating DPS aircraft. If the Contractor has a lease, the time remaining on the lease, at the time of the award of this contract, shall be no less than one year. Hangar facility leases may be established after award of this contract; however, the lease shall be completely established within fifteen days after the start date of the contract. Hangar facilities must be fully operational and available for inspection upon expiration of this fifteen-day period. If the Contractor has the appropriate liability insurances, there may be occasions where working in our hangars and with our tools is a possibility with advanced approval of the Aircraft Section. The Contractor will be expected to be fully prepared to complete tasks and projects and shall not charge the state travel time or shop time for forgotten items or inoperable equipment (e.g. test equipment).

The DPS aircraft listed below is subject to change without notice.

# OF AIRCRAFT	MAKE/MODEL
1	Beechcraft King Air 350
2	Cessna 172
1	Cessna 182
6	Cessna 185
3	Cessna 206
2	Cessna 208 Caravan
2	Eurocopter 350 B3
23	Piper PA-18 Super Cub
3	Robinson R44

Test/ferry flights will be conducted by DPS or approved DPS agents of the state. The Contractor is not authorized to fly any DPS aircraft unless that contract pilot has received training and is checked out from DPS and each occurrence is approved by the Aircraft Section Program Manager. If ground movement is required, the Contractor may tow the aircraft.

Services will not be complete, and the equipment will not be considered serviced, repaired, or acceptable until it performs in compliance with the manufacturer's published performance specifications. All maintenance record entries must be complete, accurate and follow the requirements of Title 14 of the Code of Federal Regulations (CFR). The Contractor shall document/record all maintenance to the DPS electronic record systems as well as hardcopy logbooks as applicable. Some aircraft utilize an electronic system for record tracking (currently King Air and 208s).

DPS aircraft must be maintained in airworthy condition as outlined under 14 CFR Part 43, 14 CFR Part 91, Subpart E, Maintenance, Preventative Maintenance, and Alterations. Avionics and avionics systems within the aircraft must also be maintained according to this Part, and the manufactures approved maintenance manuals. The aircraft and the related/installed avionics must also be maintained as specified by the manufacturer's maintenance schedule and inspection/service schedules and/or applicable Service Bulletins and Service Letters. The Contractor is responsible for review of and compliance with Airworthiness Directives that may pertain to the aircraft and/or avionics equipment being serviced. Avionics repairs and services shall be accomplished by a FAA certified Avionics Repairman. Contractors are allowed to utilize maintenance technicians who are not certified provided they are working under direct supervision of a certified repairman.

All repairs shall be preapproved by the DPS Aircraft Section. Parts may be provided by the State or the State will approve the purchase of parts by the Contractor. DPS may provide parts, components, assemblies, or special tools for completion of certain repairs. Contractor shall fill out work order forms to verify completion of each item of each task preformed and provide a copy to DPS for each aircraft.

The Aircraft Section will provide a written description of the work to be performed to the vendor at the beginning of the avionics project, repair and/or service. This description will include the individual item(s) that needs to be addressed and any other items that might possibly be involved in the repair.

Upon completion of the maintenance project the Contractor shall forward to the DPS Aircraft Section the following documents through in person delivery, the Aircraft Maintenance email address [aircraft.maintenance@alaska.gov](mailto:aircraft.maintenance@alaska.gov) and/or mail:

- a. Maintenance log entries for the work performed
- b. List of maintenance discrepancies, and corrective action taken.

c. Any additional documentation as requested by DPS Aircraft Section for that specific project.

DPS will give at least two days' notice prior to scheduled maintenance. Contractor shall complete routine inspections and repairs in two working days. Allowances will be made for parts unavailability. Extensions due to unanticipated maintenance delays will be dealt with on a case-by-case basis. Other repairs, alterations, and installations will be completed in an appropriate time frame for the complexity of the work involved. The Contractor shall give DPS priority consideration.

At times, DPS may need remote area avionics support for an aircraft that has a maintenance issue away from its base. DPS will coordinate with the Contractor to transport an avionics repairman or request the Contractor to travel, if able, to the disabled aircraft and assist in recovery to a maintenance facility to complete a return to service as required. DPS will occasionally require expeditious repairs. The Contractor shall make DPS aircraft priority and shall take immediate action to repair the aircraft, unless mutually agreed upon by the Contractor and DPS.

8:00am – 6:00pm: The Contractor shall inspect an aircraft within 3 hours of DPS notification.

After 6:00pm: The Contractor shall inspect the aircraft by 11:00am the following day unless the Aircraft Section deems necessary for mission capability. No work is required on weekends and State recognized holidays unless mutually agreed upon by the Contractor and DPS.

If, in the opinion of DPS, the problem does not require immediate action, the Contractor may perform the required service that night, or, if approved by DPS, at a later date.

Service bulletins, airworthiness directives and all other repairs will be performed in accordance with the manufacturer's recommended procedure.

Avionics maintenance and repair services are as needed. The State does not guarantee a minimum number of hours.

## **SEC. 2.11 COMPONENTS, PARTS AND TOOLS**

DPS may provide parts, components, assemblies, or special tools for completion of certain repairs. If in the event there may be a part required in which may be unavailable locally, the Contractor shall contact the DPS Aircraft Maintenance Inspector to see if parts may be available within the DPS Aircraft Section. All parts removed or installed in the aircraft will be coordinated with the DPS Stock and Parts using appropriate reporting to ensure serviceable status, accountability and inventory control.

The Contractor shall be responsible for replacement of lost or damaged property furnished by DPS, except for reasonable wear and tear, and to the extent that such property is normally consumed in DPS aircraft operation. Title to State-furnished property will remain with DPS. The Contractor shall maintain adequate property control records in accordance with industry standards to ensure that State parts are not utilized for other purposes. Federal Excess Property in use under this contract may not be sold by either the State or the Contractor. Unless otherwise specified, the Contractor shall provide all repairs, services, and replacement parts necessary to maintain the specified aircraft at the designated base during extended periods of heavy use, regardless of the amount or frequency of hours flown.

Except for minor maintenance (work generally taking less than one hour) all actual aircraft work shall be performed at an inside facility, either at the contractor's hangar or the DPS facility.

All parts removed may be required by the Aircraft Section to be returned to the DPS Aircraft Section and shall be identified serviceable/unserviceable with the appropriate tag with the required information listed prior to the project being completed.

The state shall have first right of refusal on all salvage parts that come from Department of Public Safety aircraft.

All wires involved in new installation or changes of equipment and rewiring of aircraft shall be marked with "Hot Stamped" or "Laser Printing methods, and any wire splices or shield terminations used shall be hermetically sealed. The contractor shall furnish the DPS Aircraft Section specific computer-generated wiring diagrams for installations or changes of equipment (generic installation diagrams are not acceptable).

The successful Contractor shall have documented evidence that avionics work was accomplished within the previous 24 months on aircraft similar to DPS aircraft listed in this document. The Contractor shall provide the documented evidence upon written request from DPS.

## **SEC. 2.12 CONTRACTOR QUALIFICATION**

The Contractor shall meet the qualifications of 14 CFR Part 65, Subpart E, and/or Part 145 (as applicable) with appropriate ratings for the work required as specified in Title 14 of the CFR, Subchapter H, Subpart B, paragraph 145.59. The Contractor must have the tools and support equipment to perform routine maintenance. If tools require calibration, the Contractor shall always ensure compliance with this requirement and records shall be made available for inspection.

Bids will be accepted from Contractors who hold certified FAA Avionics repair station certificates, are a FAA certified repair station with Airframe Class I and III approvals, Radio Class I, II, and limited Class III pulse approvals to include DME and Transponder equipment as a minimum. The successful Contractor shall provide evidence of FAA certification within ten days after receipt of the Notice of Intent to Award. In addition, evidence/certificates shall be provided prior to commencing any work or repairs. Failure to provide this evidence within the time requested shall be cause for rejection of the bid.

All maintenance personnel shall be FAA licensed repairman meeting the requirements of FAR 65, Subpart E, or have a repairman certificate issued under the repair station which employs the maintenance personnel. All aircraft structural and electrical work requiring FAA approval through Form 337 "Major Repair or Modification" must be acquired through an FAA approved repair station or by the holder or an Aircraft Inspector authorization.

The contractor shall be a dealer for and / or be able to service Bendix King Silver Crown and Gold Crown, Garmin, Chelton, Technisonic, Collins Pro Line 1, Northern Airborne Technology, Avidyne and Trimble Navigation equipment and other equipment as necessary. If equipment repairs are beyond the capability of the Contractor, a subcontractor may be utilized in accordance with the ITB section Standard Terms and Conditions, number 12, Subcontractor(s), page 3. Types of electronic equipment to be repaired, installed, or modified are VHF Transceivers, VHF Navs, Nav/Comms, VOR's, ILS's, DME's NDB receivers, Transponders, Encoding Altimeters, Radar Altimeters, Weather Radars, FM Transceivers, Auto Pilots, Flight Directors, FLIR systems, GPS systems, and any other electrically operated equipment to include complete aircraft rewiring. Airframe modification for special equipment installation may also be required of the contractor.

The Contractor shall have an approved drug-testing program in place for maintenance personnel which meet 14 CFR Part 135 requirements.

The Contractor's employees may be required to undergo a background and fingerprint check by DPS.

## **SEC. 2.13 ADMINISTRATIVE REQUIREMENTS**

Coordinate with the DPS Aircraft Section through the Aircraft Maintenance email address [aircraft.maintenance@alaska.gov](mailto:aircraft.maintenance@alaska.gov), by phone or in person.

In the event field repairs are necessary, the State will provide transportation from the Contractor's facility to the field site and return. Although the Contractor may use either his own transportation as approved by the State, approved commercial transportation, or DPS provided transportation, the State will bear the cost of this transportation.

Out of town maintenance will be charged at the same rate as the Contractor's normal shop rate, with four hours minimum. Out of town charges, in addition to wages, may include per diem up to the standard rate paid by the State for the location.

The Contractor shall allow DPS personnel access to their facilities upon request.

Costs of parts provided by the state shall not appear on invoices.

Charges for the Contractor's service shall be sent by invoice, which shall itemize and identify the following:

- Work hours;
- Hourly rate;
- Individual part or kit name, part number and serial number;
- Listed retail and discount price for parts and supplies;
- Detailed description of work performed;
- Travel time (if applicable);
- Complete aircraft tail registration number;
- Cost;
- DPS agency contract number

Invoices shall be sent via email to the following email address: [dps.aircraftpayables@alaska.gov](mailto:dps.aircraftpayables@alaska.gov)

The Contractor shall submit project progress reports detailing activities completed, along with an itemized invoice for work completed, for review and approval by the State. The State shall not be billed for activities or parts/supplies not conducted or received. Payment will be made upon the completion and approval of each project and in accordance with AS 37.05.285 (a)(2). The Aircraft Section will only certify payment after it receives the service, the invoice, all documentation, and airworthiness has been completed. Questions concerning payment must be addressed to the ordering agency.

## **SEC. 2.14 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. 2.15 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES**

The contractor is responsible for providing 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. 2.16 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. 2.17 ESTIMATED QUANTITIES**

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

## **SEC. 2.18 CONTRACT PRICE ADJUSTMENTS**

A contract resulting from this ITB will include the following price adjustment clause:

**Consumer Price Index (CPI):** Contract prices will remain firm through July 1, 2023.

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

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

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

All price adjustments must be approved by the procurement officer prior to the implementation of the adjusted pricing. Approval shall be in the form of a contract amendment issued by the procurement officer.

## **SEC. 2.19     INFORMAL DEBRIEFING**

When the contract is completed, an informal debriefing may be performed at the discretion of the procurement officer. If performed, the scope of the debriefing will be limited to the products provided or work performed by the contractor.

## **SEC. 2.20     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. 2.21     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:

1. Work hours
2. Hourly rate
3. Individual part or kit name, part number and serial number
4. Listed retail and discount price for parts and supplies
5. Detailed description of work performed
6. Travel time (if applicable)
7. Complete aircraft tail registration number
8. Cost
9. DPS agency contract 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 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).

### **SEC. 3.03 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.



## 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:

<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)

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 proposals. Bidders must attach a copy of their certification letter to the proposal. **A bidder's failure to provide this certification letter with their proposal 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 ALASKA PRODUCT PREFERENCE**

A bidder that designates the use of an Alaska Product which meets the requirements of the ITB specifications and is designated as a Class I, Class II or Class III Alaska Product by the Department of Community & Economic Development (DCCED) may receive a preference in the bid evaluation in accordance with AS 36.30.332 and 3 AAC 92.010.

To qualify for the preference, the product must have received certification from DCCED, be listed in the current published edition of the Alaska Products Preference List, and the bidder must provide the qualified product on a 100% basis. There are no provisions under Alaska Statutes or Regulations that allow for a product exchanges/substitutions or permit the product to be co-mingled with other products. Rather, AS 36.30.330 provides for a penalty for failing to use the designated Alaska products.

Products are classified in one of three categories:

- Class I products receive a 3% preference.
- Class II products receive a 5% preference.
- Class III products receive a 7% preference.

When the bids are evaluated, the preference percentage will be deducted from the product price. If a bidder fails to specify the brand being offered, no preference will be given. For more information on the Alaska Product Preference and to see the list of products currently on the Alaska Product Preference List, use the following web link:

<https://www.commerce.alaska.gov/web/dcra/AlaskaProductPreferenceProgram.aspx>

#### **Brand Offered**

If offering a product that qualifies for the Alaska Product Preference, the bidder must indicate the brand of product they intent to provide. If a bidder is not offering a product that qualifies for the Alaska Product Preference, the bidder does not need to indicate a product brand.

#### **Brand of Product Changes**

During the course of the contract including all renewal options, a contractor that offered a product that qualified for the Alaska Product Preference wishes to change the product brand, the contractor must first provide a written request, along with evidence that the replacement brand also qualifies for the Alaska Product Preference, for approval by the procurement officer. A contract amendment must be issued by the procurement officer to authorize the change.

If a bidder offers a product brand in the original bid that does not qualify for the Alaska Product Preference, a change in the product brand may be made at any time during the course of the contract, including all renewals, as long as the product band continues to meet the required specifications. A contract amendment is not required if the product brand originally offered did not qualify for the Alaska Product Preference.

### **SEC. 4.06 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. 4.07 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. 4.08 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. 4.09      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. 4.10      METHOD OF AWARD**

Multiple awards may be issued as a result of this ITB. A maximum of three contracts will be awarded. Contracts will be awarded to the lowest responsive and responsible bidder(s). Bidders receiving contract will be ranked based on bids submitted. The ranking structure is identified below:

**Ranked Number One Contractor**

Lowest responsive and responsible bidder

**Ranked Number Two Contractor**

Second lowest responsive and responsible bidder

**Ranked Number Three Contractor**

Third lowest responsive and responsible bidder

DPS will request services from the Ranked Number One Contractor first. If the contractor cannot perform the services within DPS's budgetary and scheduling/deadline requirements, DPS will request services from the Ranked Number Two Contractor. If the contractor cannot perform the services within DPS's budgetary and scheduling/deadline requirements, DPS will request services from the Ranked Number Three Contractor. DPS does not guarantee any minimum or maximum amount of work under any contract issued as a result of this ITB. Services are as needed and will be requested throughout the contract period as required.

#### **SEC. 4.11      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 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.

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 proposal as CBI, the offeror must do the following when submitting their proposal: (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 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 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 ten 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 ten 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) Certification of Alaska Bidder Preference
- 2) ITB Checklist
- 3) Sample Notice of Intent to Award
- 4) Sample Standard Contract Form – Appendix A
- 5) Attachment 1 - Bid Schedule Form (Attached Separately)

**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**

**ITB  
Checklist**

Bidders are encouraged to use this checklist in preparation of bids. This checklist may not be all inclusive of the items required to be submitted in the bid. In case of a conflict between this checklist and the ITB, the requirements of the ITB will prevail.

Bidders who do not respond to each item as specified below may be considered "non-responsive" and the bid may not be accepted for possible award of contractual services.

Section	Description
ITB Cover Page	Completed Bid Form
Attachment 1	Completed Bid Schedule Form
Attachment 5	Completed Certification of Entitlement to the Alaska Bidder Preference (if applicable)

# NOTICE OF INTENT TO AWARD A CONTRACT



Department of Public Safety  
Division of Administrative Services  
4805 Martin Luther King Jr. Ave.  
Anchorage, Alaska 99507

**THIS IS NOT AN ORDER**

**DATE ISSUED:**

**ITB NO.:**

**ITB OPENING DATE:**

**ITB SUBJECT:**

**CONTRACTING OFFICER:**

**SIGNATURE:** \_\_\_\_\_

This is notice of the state's intent to award a contract. The figures shown here are a tabulation of the offers received with the apparent low bidder(s) indicated. A bidder who wishes to protest this Notice of Intent must file the protest within ten calendar days following the date this notice is issued. If the tenth day falls on a weekend or holiday, the last day of the protest period is the first working day following the tenth day. **The bidder identified here as submitting the most advantageous bid is instructed not to proceed until a contract, or other form of notice is given by the contracting officer.** A company or person who proceeds prior to receiving a contract, Contract Award, or other form of notice of Award does so without a contract and at their own risk. AS 36.30.365.

(REV 05/08/90)

ITEM	PRICE	AWARD	COMMENTS	RESPONSIVE YES / NO / ?	BIDDER

LEGEND: @ -- AWARD TO BIDDER  
Y -- RESPONSIVE BID  
N -- NON-RESPONSIVE BID  
? -- BID NOT EVALUATED BECAUSE THERE WAS A LOWER RESPONSIVE BID

## SUMMARY

# STANDARD CONTRACT FORM

## Goods and Non-Professional Services

The parties' contract comprises this Standard Contract Form, as well as its referenced Articles and their associated Appendices

1. Agency Contract Number	2. Contract Title	3. Agency Fund Code	4. Agency Appropriation Code	
5. Vendor Number	6. IRIS Document ID #	7. Alaska Business License Number		
<b>This contract is between the State of Alaska,</b>				
8. Department of		Division		hereafter the State, and
9. Contractor				hereafter the Contractor
Mailing Address	Street or P.O. Box	City	State	ZIP Code

<p>10. <b>ARTICLE 1. Appendices:</b> Appendices referred to in this contract and attached to it are considered part of it.</p> <p><b>ARTICLE 2. Performance of Contract:</b></p> <p>2.1 Appendix A (General Conditions), Items 1 through 18, govern contract performance.</p> <p>2.2 Appendix B sets forth the liability and insurance provisions of this contract.</p> <p>2.3 Appendix C sets forth the scope of work/services to be performed by the contractor.</p> <p><b>ARTICLE 3. Period of Performance:</b> The period of performance for this contract begins <u>date initial term begins</u>, and ends <u>date initial term ends</u>.</p> <p><b>ARTICLE 4. Considerations:</b></p> <p>4.1 In full consideration of the contractor's performance under this contract, the State shall pay the contractor a sum not to exceed \$<u>value of entire contract</u> in accordance with the provisions of Appendix D.</p> <p>4.2 When billing the State, the contractor shall refer to the Agency Contract Number and send the billing to:</p>	
11. Department of Public Safety	Attention: Division of
Mailing Address	Attention:

12. CONTRACTOR	13. CONTRACTING AGENCY
Name of Firm	Department/Division Public Safety/Administrative Services
Signature of Authorized Representative	Signature of Procurement Officer
Typed or Printed Name of Authorized Representative	Typed or Printed Name of Procurement Officer
Date	Date

## **APPENDIX A GENERAL CONDITIONS**

### **1. Inspections and Reports:**

The department may inspect, in the manner and at reasonable times it considers appropriate, all of the contractor's facilities and activities under this contract. The contractor shall make progress and other reports in the manner and at the times the department reasonably requires.

### **2. Suitable Materials, Etc.:**

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

### **3. 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

### **4. Default:**

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

### **5. No Assignment or Delegation:**

The contractor may not assign or delegate this contract, or any part of it, or any right to any of the money to be paid under it, except with the written consent of the Procurement Officer.

### **6. No Additional Work or Material:**

No claim for additional supplies or services, not specifically provided in this contract, performed or furnished by the contractor, will be allowed, nor may the contractor do any work or furnish any material not covered by the contract unless the work or material is ordered in writing by the Procurement Officer.

### **7. Independent Contractor:**

The contractor and any agents and employees of the contractor act in an independent capacity and are not officers or employees or agents of the State in the performance of this contract.

### **8. Payment of Taxes:**

As a condition of performance of this contract, the contractor shall pay all federal, State, and local taxes incurred by the contractor and shall require their payment by any subcontractor or any other persons in the performance of this contract. Satisfactory performance of this paragraph is a condition precedent to payment by the State under this contract.

### **9. Compliance:**

In the performance of this contract, the contractor must comply with all applicable federal, state, and borough regulations, codes, and laws, and be liable for all required insurance, licenses, permits and bonds.

### **10. Conflicting Provisions:**

Unless specifically amended and approved by the Department of Law, the terms of this contract supersede any provisions the contractor may seek to add. The contractor may not add additional or different terms to this contract; AS 45.02.207(b)(1). The contractor specifically acknowledges and agrees that, among other things, provisions in any documents it seeks to append hereto that purport to (1) waive the State of Alaska's sovereign immunity, (2) impose indemnification obligations on the State of Alaska, or (3) seek to limit liability of the contractor for acts of contractor negligence, are expressly superseded by this contract and are void.

### **11. Officials Not to Benefit:**

Contractor must comply with all applicable federal or State laws regulating ethical conduct of public officers and employees.

### **12. Contract Prices:**

Contract prices for commodities must be in U.S. funds and include applicable federal duty, brokerage fees, packaging, and transportation cost to the FOB point so that upon transfer of title the commodity can be utilized without further cost. Prices for services must be in U.S. funds and include applicable federal duty, brokerage fee, packaging, and transportation cost so that the services can be provided without further cost.

### **13. Contract Funding:**

Contractors 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.

### **14. Force Majeure:**

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

### **15. Contract Extension:**

Unless otherwise provided, the State and the contractor agree: (1) that any holding over of the contract excluding any exercised renewal options, will be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect, and (2) to provide written notice to the other party of the intent to cancel such month-to-month extension at least thirty (30) days before the desired date of cancellation.



**16. Severability:**

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

**17. Continuing Obligation of Contractor:**

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

**18. Governing Law; Forum Selection**

This contract is governed by the laws of the State of Alaska. To the extent not otherwise governed by Article 3 of this Appendix, any claim concerning this contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

Sample