

STATE OF ALASKA

INVITATION TO BID (ITB)



LAKE HOOD (LHD) TURBINE HELICOPTER MAINTENANCE

ITB 2023-1200-0206

JUNE 6, 2023

MAINTENANCE OF DEPARTMENT OF PUBLIC SAFETY (DPS) TURBINE HELICOPTERS IN ANCHORAGE, AK.

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

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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 turbine helicopters in Anchorage, AK.

SEC. 1.02 DEADLINE FOR RECEIPT OF BIDS

Bids must be received no later than 11:30 a.m. Alaska Time on June 19, 2023, 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:

- Meet the qualifications of 14 CFR (Code of Federal Regulations) 43.7, Part 65, Subpart D & 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.

- Bids will be accepted from certified and non-certified repair facilities; however, all maintenance personnel working on State aircraft shall be Federal Aviation Administration (FAA) certified and fully qualified Airframe and Powerplant (A&P) mechanics meeting the requirement of 14 CFR Part 65, Subpart D and facility shall employ a full-time FAA Inspection Authorized (IA) meeting the requirements of 14 CFR 43.7.
- Have documented evidence of maintenance 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.
- Have an approved drug-testing program in place for maintenance personnel which meets 14 CFR Part 135 requirements.

A bidder's failure to meet these minimum prior experience requirements will cause their bid to be considered non-responsive and rejected. The successful Contractor shall provide evidence of FAA licensed A&P mechanics/IA and evidence of similar, previous work upon request from the state. Requested evidence and certificates must be provided within ten days after issuance of the Notice of Intent to Award a contract. Failure to provide this evidence within the time requested shall be cause for rejection of the bid.

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 to 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 6, 2023
Deadline for Receipt of Bids / Bid Due Date	11:30 a.m. AKST	June 19, 2023
Bid Evaluations Complete		Week of June 19, 2023
Notice of Intent to Award		Approximately June 19, 2023
Contract Issued		Approximately June 29, 2023

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 1, 2023, through June 30, 2024, with the option to renew for five additional one-year terms under the same terms and conditions as the original contract. Renewals 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. Approval or continuation of a contract resulting from this ITB is contingent upon legislative appropriation.

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 for specialized maintenance which the Contractor cannot perform. If a bidder intends to use subcontractors, the bidder must identify in the bid the names of the subcontractors and the portions of the work the subcontractors will perform.

Subcontractor experience shall not be considered in determining whether the bidder meets the requirements set forth in **SEC. 2.01 PRIOR EXPERIENCE**.

Subcontractor shall meet the same prior experience requirements as described in **SEC. 2.01 PRIOR EXPERIENCE** and must carry insurance that meets the requirements in this solicitation.

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. All subcontractors must be approved by the state prior to use.

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.

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 is at the contractor's place of business, but, must be within 50 nautical miles of the DPS Lake Hood Airport 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 of final award. 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 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 to ensure compliance with the safety, terms, conditions, and specifications 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

(a) BACKGROUND INFORMATION AND GENERAL SCOPE

The 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, this creates a challenge totally unique to our state. The DPS operates a multitude of fixed wing and rotary wing aircraft to meet various department 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. Currently, there are two Airbus H125 helicopters in service that receive routine maintenance and/or service in either Anchorage or Fairbanks depending on the location of the aircraft. The aircraft are currently based at Lake Hood and Fairbanks. Those locations and the number of aircraft may change based on mission requirements and modernization of the fleet. The Lake Hood based aircraft has approximately 1,993 hours total time and the Fairbanks based aircraft has approximately 1,832 hours total time. Historically, the helicopters each have flown approximately 250 hours per year.

The Contractor shall perform repairs and installation of new and used equipment on an as-needed basis, including the possibility of as-needed field repairs. Primarily the Lake Hood based helicopter will require scheduled and unscheduled maintenance in Anchorage. There may times where the Fairbanks based helicopter is brought down for mission or maintenance and may also require scheduled and unscheduled maintenance in Anchorage. It is also anticipated the Contractor will travel to remote locations to perform other helicopter maintenance as needed.

The Contractor's employees may be required to undergo a background and fingerprint check by DPS, if work is performed outside normal Aircraft Section's operating hours and unsupervised.

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 work shall be scheduled with the Aircraft Section's Aircraft Maintenance Inspectors or Project Manager on an as-needed basis.

The state reserves the right to contract with other vendors for specific projects if the contractor is unable to perform the work with approval from the Aircraft Section. In addition, should an aircraft need 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 does not guarantee a minimum number of hours.

Maintenance/repair/avionics services to include:

- routine, scheduled and non-scheduled maintenance;
- scheduled maintenance, servicing and inspections;
- airframe, engine rotor system, drive system and time component changes;
- component/parts repairs as allowed and as applicable below;
- landing gear changes as needed;
- repairs in the field;
- overhauls, restoration and conformity checks.

(b) TEST FLIGHTS, WORK INSPECTION, AND PAPERWORK

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 Aviation 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 CFR.

DPS aircraft must be maintained in airworthy condition by use of practices outlined under 14 CFR Part 43, 14 CFR Part 91, Subpart E, Maintenance, Preventative Maintenance, and Alterations. Aircraft must also be maintained as specified by the manufacturer's maintenance schedule and inspection/service schedules and/or applicable Service Bulletins (SB) and Service Letters. The Contractor is responsible for review of and compliance with Airworthiness Directives (AD) that may pertain to the aircraft and/or equipment being serviced. Contractor shall designate one certified and fully qualified A&P mechanic (licensed and trained with factory level minimum certification including the Airbus helicopter's H125 Airframe Field Maintenance Class and SAFRAN Turbomeca USA Arriel 2B/2B1/2D line 1 maintenance course at all times) to ensure responsibility for the maintenance task being performed for each aircraft.

Inspection/service forms shall be provided by the Contractor and approved by DPS for the inspections listed in Sec. 2.10 (c) and any special inspection or directive. Contractor shall fill out the forms to verify completion of each item in the inspection and provide a copy to DPS for each aircraft. 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, and/or special tools specific to the aircraft for completion of certain repairs.

The Aircraft Section will provide a "work package" or a work order in the DPS electronic record system to the vendor along with the delivery of the aircraft. This work package will include the following documents:

- a. Airframe, engine, rotor system, and component current times or since last inspection.
- b. Individual or inspection items that need to be addressed during the inspection.
- c. Any additional documentation regarding the aircraft that will need to be accomplished during the inspection.

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 and/or mail:

- d. Maintenance log entries for airframe, rotor system, engine, and components, as applicable.
- e. List of maintenance discrepancies, and corrective action taken.
- f. Any additional documentation as requested by DPS Aircraft Section for that specific project.

SCHEDULING SERVICE

DPS will give at least five days' notice prior to scheduled maintenance. Contractor shall complete routine inspections and repairs in four working days. Landing gear changes shall be completed in one day. Allowances will be made for parts unavailability. Extensions due to unanticipated maintenance delays will be dealt with on a case-by-case basis with a timeline agreed to with the Aircraft Section's Aircraft Maintenance Inspectors or Project Manager.

There may be occasion for the successful Contractor to provide deep level repair and rebuild type servicing of rotary wing aircraft. If these requests are made, they will be based on the Contractor's capabilities and only when mutual time schedules, project man-hours and project cost estimates are mutually agreed upon.

At times, DPS may need remote area support for an aircraft that has a maintenance issue away from its base. DPS will coordinate with the Contractor to transport an A&P mechanic 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.

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. Travel time will be billed two hours before the scheduled departure flight until thirty minutes after destination arrival.

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.

8:00 am – 6:00 pm: The Contractor shall inspect an aircraft and provide a plan of action within three hours of initial DPS notification. After 6:00 pm: Unless the Aircraft Section directs the Contractor otherwise, the Contractor shall inspect the aircraft by 11:00 am the following day. 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.

SBs, ADs and all other repairs will be performed in accordance with the manufacturer's recommended procedure.

All warranty documents shall remain the property of the State.

(c) DELIVERABLES

Contractor responsibilities include (but are not limited to):

1. All work performed by the Contractor on the Airbus H125 series helicopters shall be performed in accordance with the manufacturer's maintenance manuals, Part 43 and Part 91 of the FAA regulations, and accepted industry standards. The Contractor shall be responsible for their own Maintenance Manual and Service Document subscriptions and shall provide all documents to maintenance staff. All Maintenance Manuals and Service Documents shall be complete and remain up to date for the entire contract period, including any and all renewals. The Contractor licensed and certified technician shall certify and make all maintenance logbook entries to meet all of the requirements of 14 CFR part 43.
2. Perform all work in a thorough and workman like manner and in accordance with current industry standards/practices.

3. The Contractor shall have the appropriate facilities, equipment, and tooling to perform any and all maintenance, repairs and/or alterations. If tools require calibration, the Contractor shall always ensure compliance with this requirement and records shall be made available for inspection
4. Complete work in a timeline agreed to with the Aircraft Section's Aircraft Maintenance Inspectors or Project Manager, giving DPS projects priority over other projects to reduce the downtime of the aircraft. If the Contractor encounters delays, relay the information to the Aircraft Section Aircraft Maintenance Inspectors to determine if work should continue or be set aside depending on the circumstances.
5. This maintenance shall include scheduled maintenance, specifically the weekly 10 hour / 7 calendar day airframe inspections and the 15 hour / 7 day engine inspection, whichever occurs first. Fluid leaks, discoloration, dents, scratches, nicks, cracks, galling, chafing, fretting, and corrosion all warrant further investigation. Unairworthy items must be replaced or repaired as allowed by the Airbus Helicopter Company.
6. Perform scheduled airframe and engine inspections (examples: annual inspection, 30, 50, 100, 150, 200, 600, 750 hour) as per manufacturer or FAA requirements.
7. Complete unscheduled maintenance, including but not limited to pilot discrepancies, post flight issues and etc. In the event of unscheduled maintenance, an inspection will be conducted the same business day if during normal business hours or prior to 9 am the next business day. If issues occur after hours, they shall be discussed with the Aircraft Section Aircraft Maintenance Inspectors or Project Manager to determine a course of action. Any resulting maintenance shall be started within one business day of inspection and completed without interruption or within one business day of part/consumable product delivery if not in inventory at time of inspection, unless otherwise agreed upon by the Contractor and DPS.
8. Troubleshoot problems with various systems on the helicopter and develop strategies for resolving a problem(s).
9. Dismantle, inspect, and reassemble all assemblies and components of helicopters authorized by the maintenance manuals.
10. Perform engine inspections and authorized repairs.
11. Manage a standard inventory of parts and consumable products necessary to conduct uninterrupted maintenance, modifications, and repairs.
12. Ensure all parts and materials are legal and airworthy according to FAA and Manufacturer's standards with an airworthiness approval tag or material's certification as applicable. Tags will be provided at the time of a complete final package being submitted
13. Maintain and troubleshoot the mission critical equipment on the helicopter at a line maintenance level such as search light, cargo basket, floats, and other essential mission equipment.
14. Maintain licensing and certificates required herein.
15. Monitor SBs and FAA ADs to schedule required or recommended work in a timely manner.
16. If the following items are beyond the Contractor's capabilities and require a repair service facility, then the Contractor will subcontract to authorized facilities.
 - a. The engine and rotor systems, clutch systems, control systems, hydraulic systems and other installed major components not generally serviced in the field.

Excluded responsibility of the Aircraft Maintenance Contractor:

1. Aircraft radios and avionics functions specifically prohibited by regulation shall be repaired by an authorized repair facility.
2. Software updates for the Garmin GPS system.
3. Maintenance and/or overhaul of the starter, alternator, magnetos, and other electrical items that are generally not field serviceable.

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/cores that are removed shall be tagged with their respective reason for removal and coordinated with DPS for handling or return. No parts shall be disposed of or purchased without prior authorization of the Aircraft Maintenance Inspectors or Project Manager. All parts removed or installed in the aircraft will be coordinated with the DPS Stock & Parts position 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.

The Contractor shall have the availability of a lifting hoist, minimum 2-ton capability or equivalent Airbus approved lifting means, and a fixture to lift the Airbus H125 for landing gear maintenance, change and removal. The lifting fixture shall lift the aircraft in such a way to prevent damage/bending of the aircraft.

All parts removed are 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.

SEC. 2.12 ADMINISTRATIVE REQUIREMENTS

Coordinate with the DPS Aircraft Section through the Aircraft Maintenance email address aircraft.maintenance@alaska.gov, by phone or in person with the Aircraft Maintenance Inspectors or Project Manager.

Record Keeping Responsibilities of the Contractor:

1. The Contractor is responsible for determining the work to be performed by checking for ADs and Manufacturer SBs. While reviewing the DPS electronic record system the Contractor shall provide the DPS Aircraft Section and the Aircraft Maintenance Inspector a list of maintenance required, provide a list of parts required and to develop a work plan together to schedule the work. If the necessary parts are not

in stock, the Contractor shall advise the DPS Aircraft Section and/or the Aircraft Maintenance Inspector to inquire about DPS availability prior to ordering new parts.

2. Maintain a comprehensive record system of all maintenance work performed (both in the DPS electronic record system and paper logbooks) to comply with the component mandates of the FAA and the manufacturer. The records should be accessible by both DPS and the Contractor.
3. Maintain computer records in the DPS electronic record system for the tracking and forecasting of all the life limited components.
4. Monitor s and ADs to schedule required or recommended work in a timely manner.

SEC. 2.13 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. 2.14 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. 2.15 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. 2.16 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. 2.17 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 June 30, 2024.

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. 2.18 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. 2.19 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. 2.20 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 shall contain the following itemized 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 helicopter 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 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, return of parts and air worthiness has been completed. 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 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 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

All respondents to this ITB will be awarded a contract provided they meet the specifications, terms, and conditions of this ITB and provided they are determined responsive and responsible bidders.

SEC. 4.10 CONTRACTOR SELECTION PROCESS

Once the contracts are established, this selection process will be used. Contractor shall be selected on contractor pricing, availability, and location of work. The contractor with the lowest priced hourly rates that meets the State's requirements will be contacted first. If for any reason the first contractor is not available or cannot perform the required services, the State will contact the next contractor. This process will continue until a contractor who can perform the service is identified.

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 ITB;

- 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 90 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 contract 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) Attachment 1 – Bid Schedule Form (Attached Separated)
- 2) ITB Checklist
- 3) Certification of Alaska Bidder Preference
- 4) Sample Notice of Intent to Award
- 5) Sample Contract Award

**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)

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

NOTICE OF INTENT TO AWARD A CONTRACT



Department of Public Safety
Division of Administrative Services
5700 E. Tudor Rd.
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

CONTRACT AWARD	STATE OF ALASKA Department of Public Safety Administrative Services 4805 Dr. Martin Luther King Junior Ave. Anchorage, Alaska 99507		CONTRACT AWARD NUMBER CXXXXXX													
	ORDERING DEPARTMENT:	IRIS DOCUMENT ID #		DATE OF CONTRACT AWARD												
		COMMODITY CODE		AGENCY FUND CODING												
		DATE INITIAL CONTRACT BEGINS		DATE INITIAL CONTRACT ENDS												
CONTRACTOR: Name: Address: Point of Contact: Phone:	NOT TO EXCEED AMOUNT FOR LIFE OF THE CONTRACT		NUMBER & PERIOD OF RENEWAL OPTIONS													
	VENDOR NUMBER		ALASKA BUSINESS LICENSE NUMBER													
ISSUED IN ACCORDANCE WITH BID #:																
NOTE: This order constitutes a binding commitment between the State and the contractor listed hereon. Unauthorized modification without the expressed prior approval of the contracting authority will result in a financial obligation on the contractor and/or unauthorized State personnel making the change.																
DESCRIPTION																
I. The purpose of this contract is [brief description that references solicitation title] II. The terms and conditions of [ITB] #, Appendices, and Addendums are made part of this Contract Award. III. This contract includes the following renewal options, to be exercise solely at the discretion of the State: <table border="1" data-bbox="219 1144 1417 1251"> <tr> <td>Renewal Option #1</td> <td></td> <td>through</td> <td></td> </tr> <tr> <td>Renewal Option #2</td> <td></td> <td>through</td> <td></td> </tr> <tr> <td>Renewal Option #3</td> <td></td> <td>through</td> <td></td> </tr> </table>					Renewal Option #1		through		Renewal Option #2		through		Renewal Option #3		through	
Renewal Option #1		through														
Renewal Option #2		through														
Renewal Option #3		through														
IV. Compensation for the initial contract term and each renewal option year shall not exceed the dollar amounts identified below: Initial Contract Term: \$ Renewal Option #1: \$ Renewal Option #2: \$ Renewal Option #3: \$ V.																
NAME AND TITLE OF PROCUREMENT OFFICER			SIGNATURE OF PROCURMENT OFFICER													
PHONE NUMBER: (907) 269-xxxx			PAGE 1													
IMPORTANT: 1. Contract Award number and Invoice Contact must appear on all invoices and documents relating to this order. 2. The State is registered for tax free transactions under Chapter 32, IRS Code; Registration No. 92-6001185. Items are for the exclusive use of the State and not for resale.																