

STATE OF ALASKA

INVITATION TO BID (ITB)



ITB 2024-1000-0279

AS-NEEDED REMOTE FUELING SERVICES

ISSUED MARCH 19, 2024

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

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

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

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

NAME MICHAEL T. BURKHEAD	_____ COMPANY SUBMITTING BID	*DOES YOUR BUSINESS QUALIFY FOR THE ALASKA BIDDER'S PREFERENCE? [] YES [] NO
Phone: 1 (907) 269-8461 TDD/TTY: 711 (Alaska Relay)	_____ AUTHORIZED SIGNATURE	*DOES YOUR BUSINESS QUALIFY FOR THE ALASKA VETERAN PREFERENCE? [] YES [] NO
	_____ PRINTED NAME	*SEE ITB FOR EXPLANATION OF CRITERIA TO QUALIFY
Email: michael.burkhead@alaska.gov	_____ DATE	_____ TELEPHONE NUMBER
_____ ALASKA BUSINESS LICENSE NUMBER	_____ VENDOR NUMBER	_____ E-MAIL ADDRESS

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SECTION 1. INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE ITB

The Department of Natural Resources (DNR), Division of Forestry & Fire Protection (DOF), is seeking qualified contractors to provide air deployable remote fuel services at airports or airstrips that are not accessible by road throughout the State of Alaska. Services are to be provided on an as-needed basis in support of wildland fire suppression and forest inventory work.

SEC. 1.02 DEADLINE FOR RECEIPT OF BIDS

Bids must be received no later than **2:00 PM** Alaska Time on **April 9, 2024**, 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:

- Contractor is required to have and maintain all applicable Federal and State certifications and licensing for providing airlift, fuel, and fueling services as shown in this ITB.

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.

Deadline to receive questions is **March 29, 2024**, by **2:00 PM** Alaska Time.

Procurement officer: [MICHAEL T. BURKHEAD](#); – PHONE: 1 (907) 269–8461; TDD/TTY: 711 (Alaska Relay);
Email: michael.burkhead@alaska.gov.

SEC. 1.06 SITE INSPECTION

Not Applicable to this ITB.

SEC. 1.07 SUBMITTING BIDS

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

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

If submitting bids using U.S. mail, or delivery service, bidders must submit one hard copy of their bid, in writing, to the procurement officer in a sealed package. The sealed bid package must be addressed as follows:

Department of Natural Resources
Procurement Section
Attention: **MICHAEL T. BURKHEAD**
Invitation to Bid (ITB) Number: 2024-1000-0279
ITB Title: AS-NEEDED REMOTE FUELING SERVICES
550 West 7th Avenue, Suite 1330
Anchorage, Alaska 99501

It is the bidder's responsibility to contact the issuing agency at **1 (907) 269-8461** to confirm that the bid has been received. The State is not responsible for unreadable, corrupt, or missing attachments.

SEC. 1.08 ENROLLMENT IN IRIS

Bidders will be required to be enrolled in the State of Alaska's Integrated Resource Information System (IRIS) database prior to award of a contract resulting from this ITB. Enrollment can be done online at the following link: <https://iris-vss.alaska.gov/webapp/PRDVSS1X1/AltSelfService>. Bidders who are not enrolled prior to award of a contract will be notified by DNR Procurement. Failure of a bidder to enroll in the IRIS database will delay award of the contract and may delay issuance of contract work.

SEC. 1.09 BID FORMS

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

BIDDER'S CERTIFICATION

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

- A. the laws of the State of Alaska;
- B. the applicable portion of the Federal Civil Rights Act of 1964;
- C. the Equal Employment Opportunity Act and the regulations issued thereunder by the federal and state government;
- 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. 1.10 PRICES

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

SEC. 1.11 PRE-BID CONFERENCE

Not applicable to this ITB.

SEC. 1.12 ASSISTANCE TO BIDDERS WITH A DISABILITY

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

SEC. 1.13 AMENDMENTS TO BIDS

Amendments to or withdrawals of bids will only be allowed if acceptable requests are received prior to the deadline that is set for receipt of bids, 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. 1.14 AMENDMENTS TO THE ITB

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

SEC. 1.15 ITB SCHEDULE

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

ACTIVITY	TIME	DATE
Issue Date / ITB Released		March 19, 2024
Deadline for Receipt of Questions	2:00 PM	March 29, 2024
Deadline for Receipt of Bids / Bid Due Date	2:00 PM	April 9, 2024
ANTICIPATED Bid Evaluations Complete		April 12, 2024
ANTICIPATED Notice of Intent to Award		April 12, 2024
ANTICIPATED Contract Issued		April 23, 2024

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

SEC. 1.16 ALTERNATE BIDS

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

SEC. 1.17 SUPPORTING INFORMATION

Bidders shall submit all required technical, specification, and other supporting information with their bid, so that a detailed analysis and determination can be made by the procurement officer that the product offered meets the ITB specifications and that other requirements of the ITB have been met. However, provided a bid meets the requirements for a definite, firm, unqualified, and unconditional offer, the State reserves the right to request supplemental information from the bidder, after the bids have been opened, to ensure that the products 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. 1.18 FIRM, UNQUALIFIED, AND UNCONDITIONAL OFFER

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

SECTION 2. CONTRACT INFORMATION

SEC. 2.01 CONTRACT TERM

The length of the contract will be from the date of award, for approximately **FIVE YEARS**.

SEC. 2.02 CONTRACT ADMINISTRATION

The administration of this contract is the responsibility of the procurement officer or person appointed by the Department of Natural Resources, Division of Forestry & Fire Protection.

SEC. 2.03 CONTRACT FUNDING

Department of Natural Resources, Division of Forestry & Fire Protection, for remote fueling services for the next five years is budgeting **\$10,000,000.00** dollars for the resulting contract. The budget amount is an estimate only and does not represent a work commitment. The State Does not guarantee a minimum number of services to be provided or a dollar amount to be spent under any contract resulting from this ITB.

SEC. 2.04 CONTRACT EXTENSION

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

SEC. 2.05 CONTRACT CHANGES – UNANTICIPATED AMENDMENTS

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

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

SEC. 2.06 SUBCONTRACTORS

Subcontractors 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.

Subcontractor experience SHALL / SHALL NOT be considered in determining whether the bidder meets the requirements set forth in SEC. 2.01 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(s) the work is to be performed, completed and managed is **VARIOUS REMOTE LOCATIONS** within the **STATE OF ALAKSA**.

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

Not applicable to this ITB.

SEC. 2.10 SCOPE OF WORK AND SPECIFICATIONS

1. INTENT:

The intent of contract(s) resulting from this ITB is for qualified contractor(s) to airlift bulk fuel containers, fuel attendants, Jet A aviation fuel, spill containment equipment/supplies, and any other fuel service related equipment or supplies to remote airports or airstrips located throughout Alaska, and pump the fuel into Division of Forestry & Fire Protection or US Forest Service owned, operated, or contracted small fixed wing aircraft and helicopters supporting wildland fire suppression efforts and Forest Inventory work by the Division of Forestry & Fire Protection.

Airlift may be done using either fixed wing aircraft or helicopter, depending on the capability of the contractor. Services will be required on an as-needed basis only during the life of the contract.

The contractor will be responsible for providing, mobilizing, maintaining, resupplying, and demobilizing all equipment, supplies, Jet A fuel, and personnel required to support remote fuel services for the Division of Forestry & Fire Protection at the location(s) designated in the Resource or Delivery Order(s) issued against the contract. The security of all contractor personnel and equipment used under this contract will also be the contractor's responsibility.

Ownership of the Jet A fuel remains with the contractor until it is actually pumped into the State's aircraft.

The contractor will be expected to mobilize assets and be ready for operation within 24 hours of the State's callout, or within the timeframe designated by the State, whichever is later. The contractor will also be responsible for refilling fuel containers within 24 hours after being notified by the contractor's fuel attendant or the State. The contractor will be responsible for demobilizing assets, including removal of any remaining fuel, and any site clean-up and restoration within 24 hours after conclusion of the service and release from the State.

For the purpose of this ITB and resulting contract(s), "remote airports or airstrips" are airports or airstrips located in or near remote villages within Alaska or in remote areas of Alaska that are accessible only by air. Airports or airstrips accessible by or from the road system will not be a part of any contract resulting from this ITB.

Because contract(s) resulting from this ITB will be for immediate need emergency wildland fire response utilizing airlift only, offers of providing services by boat or barge will be rejected.

2. CERTIFICATIONS AND LICENSING:

The contractor will be required to maintain all applicable Federal and State certifications and licensing for providing the airlift, fuel, and fueling services shown in this ITB. A copy of the certifications and licensing should be provided with the bid, but must be provided upon written request from the State within the timeframe designated in the State's request.

3. DESIGNATED BASE:

Bidders must specify on the Bid Schedule the Designated Base for their operation for each lot offered. For the purpose of this ITB, the Designated Base is the bidder's normal home base of operation.

Bidder's should also specify any Alternate Designated Base(s) on the Bid Schedule for locations they routinely deploy aircraft or helicopters to support other operations. For example, if a bidder deploys a helicopter from Anchorage to Fairbanks between May and August to support north slope operations, they should specify this in their bid.

4. LAND USE AGREEMENTS AND OTHER PERMITTING:

Any land use agreements or other permitting that may be needed for airport, ramp, or fueling area use at the remote location(s) will be provided by the Division of Forestry & Fire Protection.

5. FUEL, FUEL CONTAINERS WITH DISPENSING APPARATUS (REFUELING EQUIPMENT), FUEL ATTENDANTS, AND FUEL HANDLING OPERATIONS:

a. Fuel. Only Jet A fuel meeting or exceeding ASTM Standard Specification D-1655 for Aviation Turbine Fuels will be required under contracts resulting from this ITB.

The initial requirement upon issuance of a Resource or Delivery order is anticipated to be for 1,500 gallons of Jet A fuel. This quantity may vary depending on the State's actual needs. The contractor shall supply all fuel required to support contracted operations and must provide the on-site Designated State Representative with a daily inventory of available fuel. Ownership of the Jet A fuel remains with the contractor until it is actually pumped into the State's aircraft.

The contractor will be responsible for dispensing of fuel from the fuel container to the State aircraft. Typical aircraft to be refueled are C-208 Caravan and AC 690/695 fixed wing aircraft and Bell 205, Bell 212, Bell 214, and BK-117 helicopters.

Quality of product for particulates and free (undissolved) water must meet or exceed the requirements when tested by ASTM D-2276 and D-3240. Prior to award of a contract, and at any time during the contract period, tests may be performed by the State at its discretion using appropriate test equipment and methods to measure conformance with the specifications. The Contractor will be allowed to participate in any such tests. At any time during the contract the State may also request copies of the most recent test results from the Contractor.

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

b. Fuel Containers with Dispensing Apparatus (Refueling Equipment). The State desires fuel be provided in either 500 (400-to-600-gallon size range) or 1,000 gallons (800-to-1200-gallon size range), air-transportable, stackable, environmentally safe, fixed tanks in sufficient quantities to meet the need specified in the Resource or Delivery Order. Offers of collapsible bladders will be accepted. Specify type of tank and tank size in the Bid Schedule.

Bidders may also offer optional size fuel containers, for example 2100-gallon tanks, or other fuel service related equipment or services that may be useful to the State under a contract resulting from this ITB. Optional equipment to be listed in the applicable section of the Bid Schedule. Offers of 55-gallon drums, hand-pumped fuel dispensing equipment, or fuel containers smaller than 400-gallon capacity will be rejected.

Fuel containers must be refillable and be equipped with hoses, filters, and other dispensing equipment necessary to refuel aircraft within a minimum of 50 feet of the container. Fuel containers must be conspicuously and legibly marked with an NFPA and DOT specified product identification decal on each side and in letters at least 3 inches high. The container must also be marked with the type of fuel and with the word "COMBUSTIBLE" in letters at least 3 inches high on each side of the tank.

Refueling equipment may be new or used and shall conform to ATA 103, NFPA 407, NFPA 385, and USDI/AMD specifications.

Only fueling hose meeting API 1529/NFPA 407 specifications for aircraft fuel servicing shall be used. A minimum of 50 feet of hose will be required to support contract operations.

Refueling equipment must be equipped with fixed meters for registering exact quantities of fuel pumped and shall be calibrated and certified by the State of Alaska, Department of Transportation and Public Facilities, Measurement Standards Division. Meters must have totalizer capability along with register capability. Totalizer meter readings shall be taken daily to reconcile register fuel amounts documented on OAS-59s. OAS-59s will be provided by the State. All numbers on registers and meters must be legible and easy to read. Fuel Ticket Printers are desired, however hand-written fuel tickets will be acceptable.

c. Fuel Attendants. The contractor will be responsible for providing sufficient numbers of trained personnel to meet the specified mission support requirements while affording a minimum sleep period of 8 hours per 24 hours. It is anticipated that only one attendant will be required, however depending on the mission, the number may be as high as three or four attendants. The number of attendants required will be specified in the individual Resource or Delivery Order issued by the State.

Contracted fuel attendants must be trained and certified on the equipment offered by the bidder. They must also be trained in spill prevention, clean up, and reporting procedures, fire prevention, fire extinguishers, and fire reporting procedures. Training shall include but not be limited to the aircraft fuel servicing procedures outlined in OAS Aviation Fuel Handling Handbook (351 DM). Training records shall be provided to the DNR Procurement Officer or on-site Designated State Representative upon request.

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

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

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

d. Fuel Handling Operations. The contractor shall perform all fuel handling operations in accordance with the applicable practices outlined in the most current version of ATA 103, NFPA 407, NFPA 385, and the Department of Interior Aviation Fuel Handling Handbook. Safety and environmental precautions shall be followed during all fuel handling and storage operations, including compliance with facility Spill Prevention Control and Countermeasures Plan (SPCCP). The Contractor will be responsible for conforming to and complying with all applicable local, State, and federal regulations.

Contractor shall begin refueling service within 30 minutes from request, or engine shutdown, whichever is later. The Contractor shall complete refueling of light aircraft or helicopters within 15 minutes.

6. PROTECTION OF PROPERTY AND SPILL PREVENTION:

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

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

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

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

7. SPILL CLEAN-UP:

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

8. SAFETY REQUIREMENTS:

All fire and accident prevention regulations and requirements, to include but not limited to regulations and requirements on smoking and/or open flames or sources of ignition, use of fire extinguishers and procedures to be used in the event of a fire, bonding or grounding during fueling operations, etc. shall be followed at all times. The contractor will be responsible for ensuring contracted personnel are trained in, and follow, established procedures.

9. NON-CATEGORIZED ITEMS:

a. Mobile Cell Phone Units.

The Contractor shall furnish the fuel attendant a mobile cell phone unit.

b. Personal Portable VHF/FM Radios.

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

c. Reporting of Problems.

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

d. Substitution of Equipment or Personnel.

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

The Contractor shall notify the on-site Designated State Representative or designee when any key employee(s) are replaced.

e. Accounting for Fuel.

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

f. Measurement and Payment of Fuel.

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

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

Payment for any fuel dispensed will be charged at the actual rate that the Contractor paid, supported by the actual invoice. This payment will be an extra charge, not included in the per day/per mile costs.

g. Loss, Damage, or Destruction.

1) State-owned Property.

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

2) Contractor-owned Property.

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

h. Housekeeping.

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

i. Meals and Lodging.

Depending upon the deployment location, the State may furnish meals and lodging for the contractor's refueling personnel (up to 3 personnel). Lodging usually consists of tent frame type shelters. If, at the option of the State, the State does not provide meals and/or lodging for the personnel, the State will pay an allowance for each night. Lodging will be paid at actual costs for moderately priced commercial lodging not to exceed \$300 room rate per day. Lodging receipts are to be submitted with the contractor's invoice. Meals and Incidental Expenses will be paid at the current per diem rate for State of Alaska General Governing Unit (GGU) employees, which is currently \$60 per day.

SEC. 2.11 F.O.B. POINT

The F.O.B. point for services provided under contract(s) resulting from this ITB will be into aircraft or helicopter fuel tanks at remote airports or airstrips located in remote areas throughout the State of Alaska. Additional information can be found in the Specifications section of this ITB.

SEC. 2.12 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. 2.13 DELIVERY TIME

Not applicable to this ITB.

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.

For evaluation and award purposes, and because bidders may offer different equipment for use under a contract resulting from this ITB, the State will use 1,500 gallons of Jet A Fuel as a basis for evaluating cost.

SEC. 2.17 CONTRACT PRICE ADJUSTMENTS

Not applicable to this ITB.

SEC. 2.18 INFORMAL DEBRIEFING

Not applicable to this ITB.

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.

SEC. 2.21 MANDATORY REPORTING

Not applicable to this ITB.

SECTION 3. CONTRACT INVOICING AND PAYMENTS

SEC. 3.01 BILLING INSTRUCTIONS

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

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

Invoices must be billed to the ordering agency's address shown on the individual Purchase Order, Contract Award, Delivery Order, or Resource 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.

Each invoice submitted for payment shall be identified by an individual invoice number. The invoice number shall not be duplicated on subsequent invoices. Duplicate invoice numbers or invoices that do not include numbers may be rejected by the State.

Invoices shall include costs, itemized separately, for the equipment rental, fuel attendant, and the number of gallons of Jet A fuel delivered. Mobilization costs can be invoiced at the beginning of the deployment; demobilization costs must be invoiced only after demobilization of fuel and contractor assets from the deployed location.

Invoices shall be accompanied by a fuel log (OAS AR-59 or equivalent) which details the date, type of fuel, aircraft fueled, and agency charge code.

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 PROMPT PAYMENT FOR STATE PURCHASES

Not applicable to this ITB.

SEC. 3.04 THIRD-PARTY FINANCING AGREEMENTS NOT ALLOWED

Not applicable to this ITB.

SECTION 4. EVALUATION AND CONTRACTOR SELECTION

SEC. 4.01 EVALUATION OF BIDS

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

SEC. 4.02 APPLICATION OF PREFERENCES

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

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

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

The Division of Vocational Rehabilitation in the Department of Labor and Workforce Development keeps a list of qualified employment programs and individuals who qualify as persons with a disability. As evidence of a business' or an individual's right to the Employment Program or Alaskans with Disabilities preferences, the Division of Vocational Rehabilitation will issue a certification letter. To take advantage of these preferences, a business or individual must be on the appropriate Division of Vocational Rehabilitation list prior to the time designated for receipt of 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 USE OF LOCAL FOREST PRODUCTS

Not applicable to this ITB.

SEC. 4.06 LOCAL AGRICULTURAL AND FISHERIES PRODUCT PREFERENCE

Not applicable to this ITB.

SEC. 4.07 ALASKA PRODUCT PREFERENCE

Not applicable to this ITB.

SEC. 4.08 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. 4.09 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. 4.10 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. 4.11 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. 4.12 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. 4.13 CONTRACTOR SELECTION PROCESS

Once contracts are established this selection process will be used. When the Division of Forestry & Fire Protection (DOF) identifies a need for remote fuel services, they will determine the deployment location and their anticipated needs and review the contracts spreadsheet to determine which contractor(s) are located closest to the deployment location. Based on contract pricing and available equipment, DOF will contact the contractor they determine to be in the best position to support the tasking. If that contractor is unable to respond, DOF will decide how to proceed to acquire needed services. At their sole discretion they may contact other contractors on the list who may be in a position to support the tasking or, if in their opinion it is not logistically feasible or cost effective to use a contracted service provider, may proceed off-contract to acquire the services.

For example, DOF needs Jet A fuel at Tanana for an estimated period of three weeks. There are three contracted service providers on the contracts spreadsheet. Company A is located in Fairbanks, Company B in Palmer, and Company C in Juneau. DOF contacts Company A to provide the service. For this scenario, Company A is unable to provide the service. DOF determines it is not logistically feasible and not cost effective to contact either Company B or Company C, so they contact non-contracted service providers in the Fairbanks area and acquire the services off-contract.

SEC. 4.14 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

Not applicable to this ITB.

SEC. 5.07 ORDER DOCUMENTS

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

SEC. 5.08 HUMAN TRAFFICKING

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

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

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

SEC. 5.09 RIGHT OF REJECTION

Bidders must comply with all of the terms of the ITB, the State Procurement Code (AS 36.30), and all applicable federal, state, and 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 **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 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 10 days after the date the Notice of Intent to Award the contract is issued.

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

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

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

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

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

SECTION 6. ATTACHMENTS

SEC. 6.01 ATTACHMENTS

Attachments:

- 1) Standard Contract Form for Goods and Non-Professional Services - Appendix A, General Conditions;
- 2) Certification Of Entitlement To The Alaska Bidder Preference;
- 3) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion;
- 4) Certification Regarding Drug-free Workplace Requirements;
- 5) Bidder's Checklist;
- 6) Bid Schedule.

ATTACHMENT 1

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 Internal Use Only	4. Agency Appropriation Code Internal Use Only
5. Vendor Number	6. IRIS Document ID #	7. Alaska Business License Number	
This contract is between the State of Alaska,			
8. Department of		Division	Hereafter the State, and
9. Contractor		Hereafter the Contractor	
Mailing Address	Street or P.O. Box	City	State ZIP+4
<p>10. ARTICLE 1. Appendices: Appendices referred to in this contract and attached to it are considered part of it.</p> <p>ARTICLE 2. Performance of Contract: 2.1 Appendix A (General Conditions), Items 1 through 19, govern contract performance. 2.2 Appendix B sets forth the liability and insurance provisions of this contract. 2.3 Appendix C sets forth the scope of work/services to be performed by the Contractor.</p> <p>ARTICLE 3. Period of Performance: The period of performance for this contract begins <u>XXXX</u>, and ends <u>XXXX</u>. There are no renewal options for this contract.</p> <p>ARTICLE 4. Considerations: 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>\$XXXX</u> in accordance with the provisions of Appendix D. 4.2 When billing to the State, the Contractor shall refer to the Agency Contract Number and send the billing to:</p>			
11. Department of Natural Resources		Attention: Division of	
Mailing Address		Attention:	
12. CONTRACTOR		13. CONTRACTING AGENCY	
Name of Firm		Department/Division	
Signature of Authorized Representative		Signature of Procurement Officer	
Typed or Printed Name of Authorized Representative		Typed or Printed Name of Procurement Officer	
Date		Date	

NOTICE: This contract has no effect until signed by the contracting agency.

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 reasonable 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 sees 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:

The 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 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. Termination:

The Procurement Officer, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the State. In the absence of a breach of contract by the Contractor, the State is liable only for payment in accordance with the payment provisions of this contract for services rendered before the effective date of termination.

19. 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.

ATTACHMENT 2

CERTIFICATION OF ENTITLEMENT TO THE ALASKA BIDDER PREFERENCE

I am the offeror or a duly authorized agent of the offeror, and I certify that the offeror 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 offeror, and which could affect the award of the Informal Request for Proposals to the offeror'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 offeror 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 offeror 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 proposals, the offeror:
 - (a) is submitting a bid for goods or services under the name appearing on the offeror's current Alaska business license;
 - (b) has maintained a place of business within the state staffed by the offeror, or an employee of the bidder, for a period of six months immediately preceding the date of the proposal;
 - (c) is incorporated or qualified to do business under the laws of the state, is a sole proprietorship, and the proprietor is a resident of the state, is a Limited Liability Company (LLC) organized under AS 10.50 and all members are residents of the state, or is a partnership under AS 32.06 or AS 32.11 and all partners are residents of the state; *AND*
 - (d) if a joint venture, is composed entirely of ventures that qualify under items (a)-(c) of this subsection.

Signature of Bidder or Bidder's Authorized Agent

Date

Printed Name

ATTACHMENT 3

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

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

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

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

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

Name of Representative: _____.

Title of Representative: _____.

Signature: _____.

Date: _____.

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

INSTRUCTIONS FOR CERTIFICATION

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

ATTACHMENT 4

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The grantee certifies that it will provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing a drug-free awareness program to inform employees about—
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation and employee assistance programs, and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after each conviction;
- (e) Notifying the agency within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction;
- (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—
 - (1) Taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

Typed Name and Title of Certification Official

Signature

Date

ATTACHMENT 5

BIDDER'S CHECKLIST

This checklist is provided as a courtesy to prospective bidders. While every effort has been made to ensure this checklist is complete, it is still the bidder's responsibility to ensure they comply with all requirements of this ITB.

Items shown below are to be included with your bid. Failure to submit these items may cause the State to reject your bid as being non-responsive.

- _____ 1. A completed Page 1 of this ITB. If you do not know the Vendor # for your company, don't worry about entering any information on that line.
- _____ 2. A completed Bid Schedule for each type of aerial platform offered for use under a contract resulting from this ITB.
- _____ 3. A completed Bidder Information section with authorized representative's signature, Amendment(s) received, and Preference Certification(s) with applicable preferences checked.
- _____ 4. A signed copy of any Mandatory Return amendment(s) issued for this ITB **OR** acknowledgement of any Mandatory Return amendment(s) on the "Amendment(s)" line of the Bidder's Information section.
- _____ 5. Supporting documentation showing how you arrived at the unit cost per gallon shown on the Bid Schedule as specified in the Bid Schedule and elsewhere within this ITB.
- _____ 6. A copy of the Federal Debarment, Suspension, Ineligibility, and Voluntary Exclusion form for both the bidder and any subcontractor(s).
- _____ 7. A copy of the Certification Regarding Drug-Free Workplace Requirements for both the bidder and any subcontractor(s).
- _____ 8. A copy of the DD214 for applicable company officers with Social Security or serial number, date of birth, and other Privacy Act information redacted out if claiming the Alaska Veteran's preference.
- _____ 9. A copy of the certification letter issued by the Division of Vocational Rehabilitation with your bid if claiming the Employment Program or Alaskans with Disabilities preference. Failure to provide a copy of the certification letter with your bid will result in disallowance of the preference.

ATTACHMENT 5

BID SCHEDULE

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

Bidder is to complete and submit the Bid Schedule, Bidder Information, and Preference Certification forms attached to this ITB. Bidders offering more than one type of aerial platform, i.e., both a helicopter and fixed wing aircraft, or multiple types of fixed wing or rotary aircraft, for use in a contract resulting from this ITB may submit multiple Bid Schedules. Bidders are only required to submit one Bidder Information and Preference Certification form with their bid.

The unit cost offered for Daily Equipment Rental, Fuel Attendant, Mobilization, Refilling Fuel Tanks, and Demobilization must include all fixed and variable costs associated with providing the service, to include but not limited to overhead, labor, profit, storage, delivery, licensing and certification fees, training, and any other costs, charges, or fees associated with providing required services.

The unit cost offered per gallon for Jet A fuel must include all costs, fees, charges, etc. for transportation, storage, labor, overhead, profit, and any other costs, fees, or charges associated with providing the fuel. The bidder must include with their bid supporting documentation, such as OPIS reports, transportation/shipping invoices, etc., showing how they arrived at the unit cost per gallon. Payment for any fuel dispensed will be charged at the actual rate that the Contractor paid, supported by the actual invoice. This payment will be an extra charge, not included in the per day/per mile costs.

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

For evaluation and award purposes only, and because different bidders may offer different equipment for use under a contract resulting from this ITB, the State will use 1,500 gallons of Jet A fuel as a basis for evaluating cost.

Quantities shown are an estimate of the number of services that may be required during the fire season. These numbers are estimates only and will be used only for evaluation and award purposes. The State does not guarantee a minimum or maximum number of services to be provided or a dollar amount to be spent under any contract resulting from this ITB.

1. Arieal Delivery Platform Information:

a.	Aircraft/Helicopter Make and Model:
b.	FAA Registration Number(s):
c.	Designated Base:
d.	Alternate Designated Base(s) with Time Periods if applicable. List here or on separate page. If none, enter "None":

2. Cost Information**Year 1, Approximately April 1, 2024 – March 28, 2025**

No.	Item Description	Unit Cost Per (Day, Mile, etc.)
a.	500 Gallon Fuel Storage Container with Dispensing Apparatus (400-600 gallon range); Type and Size:	\$ Per Day
b.	1000 Gallon Fuel Storage Container with Dispensing Apparatus (800-1200 gallon range); Type and Size:	\$ Per Day
c.	Fuel Attendant Cost	\$ Per person, Per Day
d.	Mobilization Cost	\$ Per Mile
e.	Demobilization Cost	\$ Per Mile
f.	Refilling Fuel Storage Container	\$ Per Mile

a. Estimated 1,500 gallons of Jet A fuel x \$ _____ unit cost per gallon = \$ _____ extended cost.		
b. Brand of Fuel Offered:		
c. I certify that this product qualifies for a (circle one): None Class 1 – 3% Class 11 – 5 % Class 111 – 7% Alaska Product Preference.		

Year 2, Approximately April 1, 2025 – March 28, 2026

No.	Item Description	Unit Cost Per (Day, Mile, etc.)
a.	500 Gallon Fuel Storage Container with Dispensing Apparatus (400-600 gallon range); Type and Size:	\$ Per Day
b.	1000 Gallon Fuel Storage Container with Dispensing Apparatus (800-1200 gallon range); Type and Size:	\$ Per Day
c.	Fuel Attendant Cost	\$ Per person, Per Day
d.	Mobilization Cost	\$ Per Mile
e.	Demobilization Cost	\$ Per Mile
f.	Refilling Fuel Storage Container	\$ Per Mile

a. Estimated 1,500 gallons of Jet A fuel x \$_____ unit cost per gallon =		
\$_____ extended cost.		
b. Brand of Fuel Offered:		
c. I certify that this product qualifies for a (circle one): None Class 1 - 3%		
Class 11 - 5 % Class 111 - 7% Alaska Product Preference.		

Year 3, Approximately April 1, 2026 – March 28, 2027

No.	Item Description	Unit Cost Per (Day, Mile, etc.)
a.	500 Gallon Fuel Storage Container with Dispensing Apparatus (400–600 gallon range); Type and Size:	\$ Per Day
b.	1000 Gallon Fuel Storage Container with Dispensing Apparatus (800-1200 gallon range); Type and Size:	\$ Per Day
c.	Fuel Attendant Cost	\$ Per person, Per Day
d.	Mobilization Cost	\$ Per Mile
e.	Demobilization Cost	\$ Per Mile
f.	Refilling Fuel Storage Container	\$ Per Mile

a. Estimated 1,500 gallons of Jet A fuel x \$_____ unit cost per gallon = \$_____ extended cost.		
b. Brand of Fuel Offered:		
c. I certify that this product qualifies for a (circle one): None Class 1 – 3% Class 11 – 5 % Class 111 – 7% Alaska Product Preference.		

Year 4, Approximately April 1, 2027 – March 29, 2028

No.	Item Description	Unit Cost Per (Day, Mile, etc.)
a.	500 Gallon Fuel Storage Container with Dispensing Apparatus (400-600 gallon range); Type and Size:	\$ Per Day
b.	1000 Gallon Fuel Storage Container with Dispensing Apparatus (800-1200 gallon range); Type and Size:	\$ Per Day
c.	Fuel Attendant Cost	\$ Per person, Per Day
d.	Mobilization Cost	\$ Per Mile
e.	Demobilization Cost	\$ Per Mile
f.	Refilling Fuel Storage Container	\$ Per Mile

a. Estimated 1,500 gallons of Jet A fuel x \$_____ unit cost per gallon = \$_____ extended cost.		
b. Brand of Fuel Offered:		
c. I certify that this product qualifies for a (circle one): None Class 1 - 3% Class 11 - 5 % Class 111 - 7% Alaska Product Preference.		

Year 5, Approximately April 1, 2028 – March 28, 2029

No.	Item Description	Unit Cost Per (Day, Mile, etc.)
a.	500 Gallon Fuel Storage Container with Dispensing Apparatus (400-600 gallon range); Type and Size:	\$ Per Day
b.	1000 Gallon Fuel Storage Container with Dispensing Apparatus (800-1200 gallon range); Type and Size:	\$ Per Day
c.	Fuel Attendant Cost	\$ Per person, Per Day
d.	Mobilization Cost	\$ Per Mile
e.	Demobilization Cost	\$ Per Mile
f.	Refilling Fuel Storage Container	\$ Per Mile

a. Estimated 1,500 gallons of Jet A fuel x \$_____ unit cost per gallon = \$_____ extended cost.		
b. Brand of Fuel Offered:		
c. I certify that this product qualifies for a (circle one): None Class 1 - 3% Class 11 - 5 % Class 111 - 7% Alaska Product Preference.		

3. Minimum Specification Certification

a.	I certify that the equipment offered meets or exceeds the minimum specifications listed in this ITB. If not, please explain why.	(Circle one) YES NO
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4. Minimum Specification Certification

a.	I certify that Offeror has and will maintain all applicable Federal and State certifications and licensing for providing airlift, fuel, and fueling services as shown in this ITB.	(Circle one) YES NO
----	--	-------------------------------

5. Optional Items

List any optional fuel containers or other fuel service related equipment or services you are offering that may be useful to the State under a contract resulting from this ITB. Use additional pages if necessary. If none, enter "None."

	Description	Unit Cost per (day, mile, etc.)
		\$ per
		\$ per
		\$ per
		\$ per
		\$ per
		\$ per
		\$ per
		\$ per
		\$ per

6. Subcontractors List

Per Section 1, paragraph B. 12., bidders must identify within their bid any subcontractors they will use under a contract resulting from this ITB. If none, enter "None" on the first line. Also complete and return with your bid a Federal Debarment, Suspension, Ineligibility, and Voluntary Exclusion form.

Name	Work the Subcontractor will perform	Business Location (city)	AK Business License No.

8. PREFERENCE CERTIFICATION:

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

*****END OF BID SCHEDULE*****