

STATE OF ALASKA INVITATION TO BID (ITB)



TITLE: AIRPORT RUNWAY LIGHTING ITB #2524H053

DATE ITB ISSUED: APRIL 2, 2024

THE DEPARTMENT OF TRANSPORTATION & PUBLIC FACILITIES (DOT&PF), IS SOLICITING BIDS TO RESULT IN THE PURCHASE OF AS NEEDED AIRPORT RUNWAY LIGHTS FOR LOCATIONS ACROSS THE STATE.

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 if you desire to receive notification of subsequent amendments to the solicitation.

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

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

Frank Coppa
Procurement Officer

Handwritten signature of Frank Coppa in black ink.

Phone: (907) 269-0858
Email: frank.coppa@alaska.gov

1) _____	5) _____
COMPANY SUBMITTING BID	TELEPHONE NUMBER
2) _____	6) _____
AUTHORIZED SIGNATURE	ALASKA BUSINESS LICENSE NUMBER (Is name on license the same as Item 1?)
3) _____	7) _____
PRINTED NAME	FEDERAL TAX ID NUMBER
4) _____	8) _____
DATE	E-MAIL ADDRESS

This procurement is being processed and administered under the DOT&PF delegation of procurement authority in accordance with AS 36.30.270 and COB #03-006.

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SECTION 1. INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE ITB

The Department of Transportation & Public Facilities (DOT&PF), Division of Project Management & Administration (PMA), is soliciting bids for airport runway lighting on an as needed basis for statewide locations.

SEC. 1.02 DEADLINE FOR RECEIPT OF BIDS

Bids must be received no later than 2:00 pm Alaska Time on April 23, 2024, at which time they will be publicly opened. Late bids or amendments will be considered non-responsive and will not be opened or accepted for evaluation.

SEC. 1.03 REQUIRED 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 deadline for receipt of bids. 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. 1.04 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF BIDS

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

SEC. 1.05 RETURN INSTRUCTIONS

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

Department of Transportation & Public Facilities
Division of Program Management & Administration (PMA)
Attention: Frank Coppa
Invitation to Bid (ITB) Number: 2524H053
ITB Title: Airport Runway Lighting
2200 E. 42nd Avenue, Room 110
Anchorage, AK 99508

Faxed or oral bids **will not be accepted.**

Electronic bid submission is acceptable.

If submitting your bid via email, the entire bid may be emailed to **dotcrprocurement@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 **10mb (megabytes)**. If the email containing the bid exceeds this size, the bid must be sent in multiple emails that are each less than 10 megabytes and each email must comply with the requirements described above.

Please note that email transmission is not instantaneous. Like 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 bids.

It is the bidder's responsibility to contact the issuing agency at 1 (907) 269-0858 to confirm that the entire bid has been received. The state is not responsible for unreadable, corrupt, or missing attachments.

An offeror's failure to submit its bid prior to the deadline will cause the bid to be disqualified. Late bids or amendments will not be opened or accepted for evaluation.

SEC. 1.06 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. 1.07 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. 1.08 AMENDMENTS TO THE ITB

If an amendment is issued before the deadline for receipt of bids, the amendment will be posted on the State of Alaska Online Public Notice (OPN) website. The link to the posting of the amendment 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 OPN.

SEC. 1.09 ITB SCHEDULE

The ITB schedule below 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 Standard Time (AST).

ACTIVITY	TIME	DATE
Issue Date / ITB Released		April 2, 2024
Pre-Bid Conference	11:00 am	April 16, 2024
Deadline for Receipt of Bids / Bid Due Date	2:00 pm	April 23, 2024
Bid Evaluations Complete		April 24, 2024
Notice of Intent to Award		April 24, 2024
Contract Issued		May 7, 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 Transportation & Public Facilities, 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. 1.10 PRE-BID TELECONFERENCE

A pre-bid teleconference will be held at 11:00 am, Alaska Time, on April 16, 2024, the purpose of the teleconference is to discuss the work to be performed with prospective bidders and allow them to ask questions concerning the ITB. Bidders should read the ITB in full and come to the meeting prepared to discuss any questions or concerns.

Bidders with a disability needing accommodation should contact the procurement officer prior to the date set for the pre-bid conference so that reasonable accommodation can be made.

Participants may dial into the meeting using the following Phone number and Meeting Pin number:

Phone: 1 (907) 202-7104

Meeting Pin: 901452990#

SEC. 1.11 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. 1.12 SUPPORTING INFORMATION

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, may cause the state to consider the offer non-responsive and reject the bid.

SEC. 1.13 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 must be complied with at risk of bid rejection for non-responsiveness.

SECTION 2. SCOPE OF WORK AND CONTRACT INFORMATION

SEC. 2.01 SCOPE OF WORK

All items are replacement parts for existing airport runway lighting fixtures and are brand specific.
NO SUBSTITUTIONS WILL BE ACCEPTED.

LOT 1 **ADB Airfield Solutions Brand:** All parts listed in Lot No. 1 are replacement parts for existing ADB Airfield Solutions airport runway lighting fixtures. Only ADB Airfield Solutions OEM parts will be considered for this Lot.

- Lot 1 A – ADB parts list for all airports
- Lot 1B – ADB Parts List Submitted by the Ted Stevens Anchorage International Airport (TSAIA)

LOT 2 **Crouse Hinds Brand:** All parts listed in Lot No. 2 are replacement parts for existing Crouse Hinds airport runway lighting fixtures. Only Crouse Hinds OEM parts will be considered for this Lot.

LOT 3 **Miscellaneous Brands:** The parts listed in Lot No. 3 are various replacement lamps and other parts for existing airport lighting fixtures. Parts are listed by manufacturer and the manufacturer's part number. Only parts supplied buy these manufacturers will be considered for this Lot:

- Lot 3A – Amerace
- Lot 3B – Osram
- Lot 3C – Sylvania
- Lot 3D – Philips
- Lot 3E – General Electric
- Lot 3F – Genesis

SEC. 2.02 CONTRACT TERM

The length of the contract will be from the date of award, approximately May 7, 2024, through May 31, 2025, with the option to renew for 2 additional Year terms under the same terms and conditions as the original contract. Renewals will be exercised at the sole discretion of the state.

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 notice to the contractor of the intent to cancel such month-to-month extension at least 30 days before the desired date of cancellation. A month-to-month extension may only be executed by the procurement officer via a written contract amendment.

SEC. 2.03 CONTRACT TYPE

This contract is a firm Fixed Price contract.

SEC. 2.04 PAYMENT FOR STATE PURCHASES

No payment will be made until the contract is approved by the Commissioner of the Department of Transportation & Public Facilities (DOT&PF) or the Commissioner's designee. Under no conditions will the state be liable for the payment of any interest charges associated with the cost of the contract. The state is not responsible for and will not pay local, state, or federal taxes. All costs associated with the contract must be stated in U.S. currency.

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. 2.05 PROMPT PAYMENT FOR STATE PURCHASES

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

SEC. 2.06 CONTRACT ADMINISTRATION

The administration of this contract is the responsibility of the procurement officer or person appointed by the Department of Transportation & Public Facilities (DOT&PF), Division of Project Management & Administration (PMA).

SEC. 2.07 CONTRACT PRICE ADJUSTMENTS

A contract resulting from this ITB will include the following price adjustment clause: Contract prices will remain firm through MAY 31, 2025.

CONTRACT PRICES:

- 1) The contract(s) resulting from this solicitation will provide pricing for items delivered to three destinations; Anchorage and Fairbanks, Alaska and Dockside Seattle, Washington. These areas are known as the Contract Designated Pricing Points (CDPP). CDPP's are further defined as:
 - a) The CDPP of Anchorage, Alaska is defined as prepared for further shipment and delivered at the DOT/PF facility, or the receiving yard of the state's specified carrier (water, surface or air carrier) in Anchorage, Alaska;
 - b) The CDPP of Fairbanks, Alaska is defined as prepared for further shipment and delivered at the Department of Transportation & Public Facilities Maintenance Station Yard at 2301 Peger Road, Fairbanks, Alaska, or the receiving yard of the state's specified carrier (water, surface or air carrier) in Fairbanks, Alaska;
 - c) The CDPP of Dockside, Seattle, Washington is defined as prepared for further shipment and delivered at the receiving yard of the state's specified water carrier in Seattle, Washington.

- 2) Some orders will require additional shipping by the Contractor from the CDPP's to other locations within the State of Alaska. In such cases, the Contractor must ship to the final destination and prepay any additional shipping from the designated CDPP. **The Contractor shall invoice the additional shipping costs as a separate item and provide actual cost receipts with the invoice.** In all instances where additional shipping occurs, the State reserves the right to determine the method of shipment based on need. Following are examples of shipping and delivery to the final destination other than the CDPP's:
- a) An order with a final destination of Palmer, Alaska will be ordered from the Contractor awarded the contract for that Lot and priced for the CDPP of Anchorage, Alaska. The Contractor will ship and deliver the items to the Palmer DOT/PF facility noted on the order. The State will be invoiced the price of the items listed for the CDPP of Anchorage, Alaska, plus the additional shipping from Anchorage to the Palmer DOT/PF facility as a separate item. **The Contractor must provide with their invoice, actual cost receipts for any additional shipping charges beyond the CDPP.**
 - b) An order with a final destination of Tok, Alaska, will be ordered from the Contractor awarded the contract for that Lot and priced for the CDPP of Fairbanks, Alaska. The Contractor will ship and deliver the items to the Tok DOT/PF facility noted on the order. The State will be invoiced the price of the items listed for the CDPP of Fairbanks, Alaska, plus the shipping from Fairbanks to the Tok DOT/PF facility as a separate item. **The Contractor must provide with their invoice, actual cost receipts for any additional shipping charges beyond the CDPP.**
 - c) An order with a final destination of Nome, Alaska will be ordered from the Contractor awarded the contract for that Lot and priced for the CDPP of Dockside Seattle Washington. The Contractor will ship and deliver the items to the Nome DOT/PF facility noted on the order. The State will be invoiced for the price of the items listed for the CDPP of Dockside Seattle, Washington, plus the shipping from Dockside Seattle to the Nome DOT/PF facility as a separate item. **The Contractor must provide with their invoice, actual cost receipts for any additional shipping charges beyond the CDPP.**
 - d) An order with a final destination of Kodiak, Alaska shall be ordered from the Contractor awarded the contract for that Lot and at the State's discretion, priced for the CDPP of Anchorage, Alaska OR from the CDPP Dockside Seattle, Washington. The Contractor will deliver the items to the final destination (Kodiak DOT/PF facility) noted on the order and invoice for the price of the items listed for the CDPP location selected by the State. **The additional shipping costs from the designated CDPP to the final destination shall be invoiced as a separate item. The Contractor must provide with their invoice, actual cost receipts for any additional shipping charges beyond the CDPP.**

The Contractor or State may request price adjustments, no sooner than 12 months from the Contract execution date, and no more than once per contract year. Contractors must submit a request to the State at least thirty (30) days prior to the end of the current term. All Requests must be in writing and must be received 30 days prior to the Contract renewal date.

CONTRACT RENEWAL/PRICE ADJUSTMENTS: Contract renewal options are to be initiated solely by the Procurement Agency. Contract prices, as bid, are to remain firm through the initial period of the contract. Thereafter, contract prices may only be adjusted at the time of contract renewal. The adjusted contract price shall be computed as follows:

The current contract amount times a factor of 1.03, and each subsequent renewal period – the current, adjusted contract amount times a factor of 1.03.

CONTRACT PRICE ADJUSTMENTS: The contractor may request a Percentage Price Increase adjustment, in writing, 30 days prior to the contract renewal date. If a contractor fails to request a

Percentage Price Increase adjustment 30 days prior to the renewal date, the adjustment will be effective 30 days after the state receives their written request.

Said price increase may not, under any circumstances, exceed the current contract amount times a factor of 1.03 for the preceding 12 months. No retroactive contract price adjustments will be allowed.

SEC. 2.08 CONTRACT PERFORMANCE LOCATION

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 THIRD-PARTY FINANCING AGREEMENTS NOT ALLOWED

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

SEC. 2.10 SUBCONTRACTORS

Subcontractors will not be allowed.

SEC. 2.11 JOINT VENTURES

Joint ventures will not be allowed.

SEC. 2.12 RIGHT TO INSPECT PLACE OF BUSINESS

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

SEC. 2.13 F.O.B. POINT

The F.O.B. point for all items purchased under this contract is the final destination anywhere within the State of Alaska. Ownership of and title to the ordered items remains with the contractor until the items have been delivered to their final destination and are accepted by the state.

The State reserves the right to select the Contract Destination Pricing Points (CDPP) when placing the order. The cost of shipping and delivery to the CDPP is to be included in the bid price. The cost of shipping and delivery for orders beyond a CDPP will be handled as follows:

The contractor will prepay the shipping and delivery charges to any destination named by the State in its order. The contractor will charge-back those actual shipping and delivery charges to the State as a separate item on the State's invoice. In all instances where additional shipping occurs, the State reserves the right to determine the method of shipment based on cost or need.

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 EQUIPMENT INSPECTION

Equipment offered (including for lease) may be subject to inspection and approval by the state prior to the award of the ITB. The equipment and attachments must be in good repair and capable of performing the work for which they were designed.

SEC. 2.16 NEW EQUIPMENT

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

SEC. 2.17 DISCONTINUED ITEMS

In the event an item is discontinued by the manufacturer during the life of the contract, another item may be substituted, provided that the procurement officer makes a written determination that it is equal to or better than the discontinued item and provided that it is sold at the same price or less than the discontinued item.

SEC. 2.18 SHIPPING DAMAGE

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

SEC. 2.19 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 and issued a written contract amendment.

SEC. 2.20 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. 2.21 BILLING INSTRUCTIONS

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

Invoices must be sent directly to the ordering Region's address shown on the individual Purchase Order. Any order for shipment beyond the CDPP, must identify the additional freight charge as a separate line item on the invoice and the shipper's bill of lading must be attached. The ordering Region will only make payment after receipt of the merchandise and the invoice. Question concerning payment must be addressed to the ordering Region.

Regional Contacts:

- A. Central Region: DOT/PF
Central Region Procurement Office
Phone: (907) 269-0858
by email to: dot.cr.accountspayable@alaska.gov
- B. Northern Region: DOT/PF
Northern Region Procurement Office
Phone: (907) 451-5102
by email to: dot.nr.accountspayable@alaska.gov
- C. Southcoast Region: DOT/PF
Southcoast Region Finance Office
Phone: (907) 465-4484
by email to: dot.sr.accounting@alaska.gov

SEC. 2.22 ESTIMATED QUANTITIES

The estimated annual use quantities referenced in this ITB are only estimates and may vary more or less from the quantities actually purchased. The state will use the estimated annual use numbers for the evaluation and award of the ITB, but the state does not guarantee any minimum purchase. Orders will be issued throughout the contract period on an as-needed basis.

SEC. 2.23 WARRANTY

The contractor warrants every unit purchased against faulty materials and workmanship for a minimum period of at least five (5) years. If, during this period, faults develop with the unit or components of the unit, they will be repaired or replaced without any cost, including any transportation or freight cost, to the state. Bids, which include supplemental warranties, will be accepted, but supplemental warranties that conflict with or diminish the state's rights under this warranty clause will be considered null and void. The state is not responsible for identifying conflicting warranty conditions before issuing a contract award. After award of the contract:

1. if a conflict arises between the supplemental warranty and the warranty in this ITB, the warranty in the ITB will prevail; and
2. if the state's rights are diminished as a result of application of the supplemental warranty, the supplemental warranty will be considered null and void and the ITB warranty will prevail.

By signature on the face page of this ITB the bidder acknowledges this requirement and indicates unconditional acceptance of this warranty clause.

SEC. 2.24 NONDISCLOSURE AND CONFIDENTIALITY

Contractor agrees that all confidential information shall be used only for purposes of providing the deliverables and performing the services specified herein and shall not disseminate or allow dissemination of confidential information except as provided for in this section. The contractor shall hold as confidential and will use reasonable care (including both facility physical security and electronic security) to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, the confidential information. “Reasonable care” means compliance by the contractor with all applicable federal and state law, including the Social Security Act and HIPAA. The contractor must promptly notify the state in writing if it becomes aware of any storage, disclosure, loss, unauthorized access to or use of the confidential information.

Confidential information, as used herein, means any data, files, software, information or materials (whether prepared by the state or its agents or advisors) in oral, electronic, tangible or intangible form and however stored, compiled or memorialized that is classified confidential as defined by State of Alaska classification and categorization guidelines provided by the state to the contractor or a contractor agent or otherwise made available to the contractor or a contractor agent in connection with this contract, or acquired, obtained or learned by the contractor or a contractor agent in the performance of this contract. Examples of confidential information include, but are not limited to technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data (infrastructure, architecture, operating systems, security tools, IP addresses, etc.).

If confidential information is requested to be disclosed by the contractor pursuant to a request received by a third party and such disclosure of the confidential information is required under applicable state or federal law, regulation, governmental or regulatory authority, the contractor may disclose the confidential information after providing the state with written notice of the requested disclosure (to the extent such notice to the state is permitted by applicable law) and giving the state opportunity to review the request. If the contractor receives no objection from the state, it may release the confidential information within 30 days. Notice of the requested disclosure of confidential information by the contractor must be provided to the state within a reasonable time after the contractor's receipt of notice of the requested disclosure and, upon request of the state, shall seek to obtain legal protection from the release of the confidential information.

The following information shall not be considered confidential information: information previously known to be public information when received from the other party; information freely available to the general public; information which now is or hereafter becomes publicly known by other than a breach of confidentiality hereof; or information which is disclosed by a party pursuant to subpoena or other legal process and which as a result becomes lawfully obtainable by the general public.

SEC. 2.25 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. 2.26 INSURANCE

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

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

Proof of insurance is required for the following:

- Workers' Compensation Insurance: The contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against the state.
- Commercial General Liability Insurance: covering all business premises and operations used by the contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per occurrence.
- Commercial Automobile Liability Insurance: covering all vehicles used by the contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per occurrence.

SECTION 3. BID FORMAT AND CONTENT

SEC. 3.01 BID FORMS

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

BIDDER'S CERTIFICATION

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

- A. the laws of the State of Alaska;
- B. the applicable portion of the Federal Civil Rights Act of 1964;
- C. the Equal Employment Opportunity Act and the regulations issued thereunder by the state and federal government;
- D. the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the state and federal government;
- E. all terms and conditions set out in this ITB;
- F. the price(s) submitted was arrived at independently arrived and without collusion, under penalty of perjury; and
- G. that the bid will remain open and valid for at least 90 days.

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

CONFLICT OF INTEREST

Each bid shall include a statement indicating whether 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. 3.02 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.

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://oppm.doa.alaska.gov/policy-oversight/policy-resources/user-guide-matrixes/>

- 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

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

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

SEC. 4.05 EMPLOYMENT PROGRAM PREFERENCE

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

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

SEC. 4.06 ALASKANS WITH DISABILITIES PREFERENCE

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

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

SEC. 4.07 PREFERENCE QUALIFICATION LETTER

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

SEC. 4.08 EXTENSION OF PRICES

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

SEC. 4.09 METHOD OF AWARD

Lots 1A, 1B & 2 will be awarded by lot to the lowest responsive and responsible bidder. In order to be considered responsive for each lot, bidders must bid on all items within the lot. Lot 3 will be awarded by manufacturer to the lowest responsive and responsible bidder. Multiple awards may result for Lot 3. Bidders may bid one or more manufacturer within Lot 3, but all items supplied by that manufacturer must be bid in order to be considered responsive.

SEC. 4.10 NOTICE OF INTENT TO AWARD

After the responses to this ITB have been opened and evaluated, a tabulation of the bids will be prepared. This tabulation, called a Notice of Intent to Award, serves two purposes. It lists the name of each company or person that offered a bid and the price they bid. It also provides notice of the state's intent to award a contract(s) to the bidder(s) indicated. A copy of the Notice of Intent will be sent 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, 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 BRAND SPECIFIC

Certain items may be designated brand specific. When an item is designated no substitutions for the brand and model specified will be allowed. In this ITB, all items specified in this bid are designated brand specific, items are to be the brand and model specified, no substitutions will be allowed.

SEC. 5.07 ITEM UPGRADES

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

SEC. 5.08 WORKMANSHIP AND MATERIALS

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

SEC. 5.09 CONTRACTOR SITE INSPECTION

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

SEC. 5.10 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. 5.11 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. 5.12 RIGHT OF REJECTION

Bidders must comply with all the terms of the ITB, the State Procurement Code (AS 36.30), and all applicable local, state, and federal laws, codes, and regulations. The procurement officer may reject any bid that does not comply with all 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 counteroffer 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 bidders,
- 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 is determined to be in the state's best interest.
A bid from a debarred or suspended bidder shall be rejected.

SEC. 5.13 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. 5.14 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 a bidder 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 a bidder submits with its bid as CBI, the bidder must do the following when submitting their bid: (1) mark the specific information it asserts is CBI; and (2) for each discrete set of such information, identify, in writing, each authority the bidder asserts make the information CBI. If the bidder does not do these things, the information will become public after the Notice of Intent to Award is issued. If the bidder does these things, OPPM or their designee will evaluate the bidder'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 bidder an opportunity to object to the disclosure of the information.

SEC. 5.15 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. 5.16 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. 5.17 DEFAULT

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

SEC. 5.18 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. 5.19 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. 5.20 CONTRACT CANCELLATION

- 1) 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.
- 2) By signature on their bid, the bidder certifies that they will not support or participate in a boycott of the State of Israel. Failure to comply with this requirement may cause the state to reject the bid as non-responsive or cancel the contract.

SEC. 5.21 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. 5.22 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 to meet these requirements, the procurement officer may not accept the bidder as a qualified bidder under AS 36.30.

SEC. 5.23 FEDERALLY IMPOSED TARIFFS

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

- **Notification of Changes:** The contractor must promptly notify the procurement officer in writing of any new, increased, or decreased federal excise tax or duty that may result in either an increase or decrease in the contact price and shall take appropriate action as directed by the procurement officer.
- **After-imposed or Increased Taxes and Duties:** Any federal excise tax or duty for goods or services covered by this contract that was exempted or excluded on the contract award date but later imposed on the contractor during the contract period, as the result of legislative, judicial, or administrative action may result in a price increase provided:
 - a) The tax or duty takes effect after the contract award date and isn't otherwise addressed by the contract.
 - b) The contractor warrants, in writing, that no amount of the newly imposed federal excise tax or duty or rate increase was included in the contract price, as a contingency or otherwise.

- **After-relieved or Decreased Taxes and Duties:** The contract price shall be decreased by the amount of any decrease in federal excise tax or duty for goods or services under the contract, except social security or other employment [taxes](#), that the contractor is required to pay or bear, or does not obtain a refund of, through the contractor's fault, negligence, or failure to follow instructions of the procurement officer.
- **State's Ability to Make Changes:** The state reserves the right to request verification of federal excise tax or duty amounts on goods or services covered by this contract and increase or decrease the contract price accordingly.
- **Price Change Threshold:** No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

SEC. 5.24 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 bidder 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, prior to the deadline for receipt of bids.

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

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

A protester must have submitted a bid 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) Bid Schedule
- 2) Preference Certifications Form
- 3) Bid Response Deliverables Checklist

ITB 2524H053 - Airport Runway Lighting Parts

BID SCHEDULE

LOT 1 - ADB Airfield Solutions Airport Runway Lighting Parts					
Item #	Description	ADB Part #	FOB Seattle Price Ea.	FOB Anch. Price Ea.	FOB Fbks. Price Ea.
LOT 1A - ADB					
1	Runway Centerline In-Pavement Fixture L850A WR	44A4817/2231			
2	Runway Centerline In-Pavement Fixture L850A WW	44A4817/1231			
3	Taxiway Elevated Column 22"	62A0007/22			
4	Taxiway Edge Light Head Assembly L861 30" cord with Quartz Socket	44B1484-1x			
5	Plug-Cord Set L823 31" with Receptacle Ends	44A1701-31			
6	Taxiway/Runway L861 Elevated 1-1/2" Frangible Coupling *	62B0073			
7	L862 Lens Inner Clear *	63B0415/1			
8	L862 Outer Dome Clear Glass*	63B0416			
9	OUTER LENS, RED / RED, GLASS, L862	W-63A0607			
10	Transformer L830-3 65w 6.6a/6.6a *	1 ST065-666000 (35C0079)			
11	Lamp In-pavement 48w 6.6a with wires	2990.40.827			
12	Lamp Taxi 30w 6.6a *	48A0006			
13	Lamp EL & Threshold 200w 6.6a	48A0088DL			
14	Lamp Centerline 30w 6.6a MR16 with wires	44A5911			
15	Taxiway Edge Light Head Assembly L861 24" cord	44B1079-12			
16	Taxiway/Runway Elevated Clamp Band L861	44B0023			
17	Taxiway/Runway Elevated L861 Lens Blue Glass *	63A0151			
18	Runway Elevated Lens L862 Inner Obscured Glass	63B04156			
19	Runway Elevated Lens L862 Inner Yellow Glass *	63B04152			

ITB 2524H053 - Airport Runway Lighting Parts

BID SCHEDULE

LOT 1 - ADB Airfield Solutions Airport Runway Lighting Parts					
Item #	Description	ADB Part #	FOB Seattle Price Ea.	FOB Anch. Price Ea.	FOB Fbks. Price Ea.
LOT 1A - ADB					
20	Runway Elevated Lens Outer Clamp Band *	44A2060			
21	Prism, Clear, L852C	1428.00.230			
22	Base Plate, ERGL	1832ERGL			
23	Base, 1.5" TWEL, L867	1935TWEL			
24	Gasket, Prism Sleeve	4071.50.030			
25	Column, 17", L862	44A0907-4			
26	Lampholder, Bi-Pin	49A0032			
27	Flange Ring, 1/4"	5402/4Y			
28	Frangible, Sign	60A2678-30			
29	Sign, Corner Support	62A2141-1			
30	Foot, Sign	62A2142			
31	Frangible, Runway, L862	62B0605			
32	Globe, Green, Obscured, Left, L862	63A0606-1			
33	Globe, Green, Obscured, Right, L862	63A0606-2			
34	Prism, Clear, L852D	63A0979-1			
35	Gasket, Prism Keeper	63A0986			
36	Prism, Clear, L850C	63A0993-3			
37	Windsock, 36" X 12'	77A0107UVGP			
38	Board, Regulator Control	44A6035-1			
39	Sign, Intermediate Support	62A2140			
40	Cord and Plug, L850/852	73A0133-31			
41	Gasket, Flat, L852T	4071.76.060			
42	Board, Power Supply, L852T	44A6354-60			
43	Prism, Clear, L852T LED	63A1071			
44	Inpavement Fixture, LED, L852T	ITEL-1111			
45	Gasket, Flange Ring, L868B	904			

ITB 2524H053 - Airport Runway Lighting Parts

BID SCHEDULE

LOT 1 - ADB Airfield Solutions Airport Runway Lighting Parts					
Item #	Description	ADB Part #	FOB Seattle Price Ea.	FOB Anch. Price Ea.	FOB Fbks. Price Ea.
LOT 1A - ADB					
46	Base, 2" RWEL L867	1932			
47	Gasket, Lens Siemens Molded L852T	4071.76.041			
48	Inpavement Lighting, L850B Right Toe In	44A4763/221			
49	Inpavement Lighting, L850B Left Toe In	44A4763/231			
50	Board, Regulator Control 20 Amp	44A5936			
51	Inpavement Lighting, L850C WY	44A6009/0121			
52	Board, L-804 Flasher	44A6122-C			
53	Board, L852T LED Power Supply	44A6344-60			
54	Switch, Door Interlock	45A0303			
55	Connector, Joy Primary #6	54 SUPER D3D3			
56	Frangible, ERGL Siemens	60A2398			
57	Frangible, Sign, Size Three High Wind, Siemens	60A2678-31			
58	Frangible, Sign, Size Four, High Wind, Siemens	60A2678-41			
59	Foot, Sign, High Wind, Siemens	62A2146			
60	Prism, Clear Siemens L850A/B	63A0993-2			
61	Connector, Joy Sec. Plug #14	70A0040			
62	Connector, Joy Sec. Plug #12	70A0047			
63	Connector, Joy Sec. Recap #14	70A0048			
64	Connector, Joy Sec. Recap #12	70A0263			
65	Inpavement Lighting, LED, L852C YY	ITCF-C1030			
66	Inpavement Lighting, LED, L852C GG	ITCF-C2030			
67	Inpavement Lighting, LED, L852D YY	ITCF-D1030			
68	Inpavement Lighting, LED, L852D GG	ITCF-D2030			
69	Inpavement Lighting, LED, L852G, On	IRGL21111			
70	Inpavement Lighting, LED, L852G, Off	IRGL31111			
71	Without Heater	ITEL-1110			

ITB 2524H053 - Airport Runway Lighting Parts

BID SCHEDULE

LOT 1 - ADB Airfield Solutions Airport Runway Lighting Parts					
Item #	Description	ADB Part #	FOB Seattle Price Ea.	FOB Anch. Price Ea.	FOB Fbks. Price Ea.
LOT 1A - ADB					
72	Elevated Guard Light, LED, L804	ERGL-1110			
73	Visor, ERGL	60A2408			
74	Board, Power Supply, ERGL, LED	44A6683-1			
75	Lens, ERGL, LED	63B0022			
76	LED Sign Power Supply Assembly	44A6631-LT			
77	Inpavement Lighting, LED L852DYG	ITCF-D3030			
78	L-850E Runway Threshold & Runway End Light	44A6248-1220-1230			
79	Terminal Block Assembly, Without Film Disc Cutout	44A6112-1			
80	L-862/L862E Elevated Runway Edge/Threshold End Light	44A2071-1121			
81	Outer Globe, Clear, Bidirectional	63B0416			
82	Outer Lens; Red/Green, Left Hand	63A0602			
83	Outer Lens; Red/Green, Right Hand	63A0601			
84	Inner Lens, 180 degree segment, Clear	63B0415-1			
85	Inner Lens, 180 degree segment, Yellow	63B0415-2			
86	Lamp, 200 W, 6.6 Amp	48A0088DL			
87	Globe Gasket	63A0640			
88	Coupling, Frangible, 1" Dia, Column, 1.5"	62B0073			
89	Frangible Fitting, Size 3 and Size 5	60A2678-30			
90	Lamp, 48W, 6.6 Amp, MR16	2990.40.827			
91	Prism	63A0993-2			
92	Prism Clamp	4017.50.360			
93	Terminal Block Assembly Without film disc cutout	44A6000			
94	Lamp 105 Watt	2990.40.900			
95	Sock Seal	4071.50.030			
96	Sign, End Panel	60A4102/300			

ITB 2524H053 - Airport Runway Lighting Parts

BID SCHEDULE

LOT 1 - ADB Airfield Solutions Airport Runway Lighting Parts					
Item #	Description	ADB Part #	FOB Seattle Price Ea.	FOB Anch. Price Ea.	FOB Fbks. Price Ea.
97	L867B BASE PLATE, 1-1/2" HTRADED OPENING, W/ GRND PROVISION	1935G			
LOT 1A - ADB					
98	830-16 ISOLATION TRANSFORMER, 10-15W, 6.6A / 6.6A	35A0578			
99	L830-4 ISOLATION TRANSFORMER, 100W, 6.6A / 6.6A	35C0080			
100	L830-6 ISOLATION TRANSFORMER, 200W, 6.6A / 6.6A	35C0082			
101	L830-1 ISOLATION TRANSFORMER, 45W, 6.6A / 6.6A	35C0077			
102	L823 PRIMARY CONNECTOR KIT, # 8 AWG	70A0012			
103	Quartz Bi-Pin lamp 150W 6.6A EWR-150W	64322			
104	Quartz Bi-Pin lamp 30W 6.6A EXL-30W	64322			
105	LED L852T Blue	44A7177-10			
106	Board, L852T LED Power Supply	44A7197-60-0			
			Lot 1A Subtotals:	\$ _____	\$ _____
			Lot 1A TOTAL (add Subtotals):	\$ _____	
Guaranteed Delivery: _____ days after receipt of an order (ARO).					
<i>Bidders who offer delivery in excess of sixty (60) days after receipt of an order may be declared non-responsive.</i>					

ITB 2524H053 - Airport Runway Lighting Parts

BID SCHEDULE

LOT 1 - ADB Airfield Solutions Airport Runway Lighting Parts					
Item #	Description	ADB Part #	FOB Seattle Price Ea.	FOB Anch. Price Ea.	FOB Fbks. Price Ea.
LOT 1B - ADB Airfield Solutions Airport Runway Lighting Parts					
		TSAIA PARTS LIST			
LOT 1B -ADB					
L852 FLUSH					
1	L852-T INSET TW EDGE FIXTURE, LED BLUE, L868B BASE MOUNT, W/OUT ARCTIC HEATER KIT STYLE 1 PLUG	W-RSTE112P3NBNS202			
2	L852G, COMPLETE FIXTURE, STYLE 3, LED FLASH ON,W/OUT ARCTIC KIT	W-IRGL/21110			
3	L852G, COMPLETE FIXTURE, STYLE 3, LED FLASH OFF,W/OUT ARCTIC KIT	W-IRGL/31110			
4	PRISM, F-RANGE, NARROW BEAM	W-63A0993/2			
5	PRISM, F-RANGE, WIDE BEAM, GLASS, YELLOW, STYLE 2 L-852C/T (REPLACES 63A0979/2)	W-63A0979/1			
6	GASKET SLEEVE, FRC/FTZ/FTD/FED	W-4071.50.030			
7	PRISM KEEPER PLATE, STYLE 3 FIXTURES	W-4071.50.052			
8	FLAT SEAL, PRISM, F-RANGE	W-63A0986			
9	ITEL OPTICAL ASSEMBLY, BLUE, 3 WATT, MODULAR COMP (OLD # 44A6629/10)	W-44A7177/10			
10	IRCL/TDZL PRISM	W-63A1119/1			
11	IRCL PRISM SOCK SEAL	W-61A0444			
12	PRISM CLAMP IRCL	W-60A4046			
13	PRISM SEAL IRCL	W-63A1120			
14	PRISM KEEPER PLATE IRCL	W-60A4047			
15	O-RING GASKET FOR L-868B FLANGE RING	W-0904			

ITB 2524H053 - Airport Runway Lighting Parts

BID SCHEDULE

LOT 1 - ADB Airfield Solutions Airport Runway Lighting Parts					
Item #	Description	ADB Part #	FOB Seattle Price Ea.	FOB Anch. Price Ea.	FOB Fbks. Price Ea.
LOT 1B -ADB					
L862 ELEVATED					
16	OUTER LENS, CLEAR, GLASS, L862	W-63B0416			
17	OUTER LENS, RED / GREEN, RIGHT HAND, GLASS, L862	W-63A0601			
18	OUTER LENS, RED / GREEN, LEFT HAND, GLASS, L862	W-63A0602			
19	OUTER LENS, RED/RED, GLASS, L862	W-63A0607			
20	OUTER LENS, GREEN/OBSCURED, LEFT HAND, GLASS, L862	W-63A0606/1			
21	OUTER LENS, GREEN/OBSCURED, RIGHT HAND, GLASS, L862	W-63A0606/2			
22	L862Q HEAD ASSEMBLY, 24" O.A.H., 2" SWIVEL, QUARTZ SOCKET	W-44A2066/5			
23	Q6.6A/150W/2 P.P.F./EWR/BI-PIN, OSRAM PREFERRED	W-48A0044			
24	Q6.6A / 200 W / T4 / CL / EZL / 2 ppf / CC6 FILAMENT, DOUBLE LIFE, OSRAM # : 58789 (REPLACES 48A0145)	W-48A0088DL			
25	COUPLING ; FRANGIBLE, 2" YELLOW , FOR L-861/862	W-62B0605			
26	INNER LENS, CLEAR, 180 DEGREE, GLASS	W-63B0415/1			
27	INNER LENS, YELLOW, 180 DEGREE, GLASS	W-63B0415/2			
L861-T ELEVATED					
28	L861QI HEAD ASSEMBLY, 30" O.A.H., QUARTZ SOCKET	W-44B1484/13			
29	LENS, BLUE, GLASS, L861	W-63A0151			
30	STEEL COLUMN ; 1" x 22" LONG	W-62A0007/22			
31	COUPLING, FRANGIBLE, 1 1/2", YELLOW	W-62B0073			
32	Q6.6A/30W/EXL/BI-PIN, OSRAM PREFERRED, (LAMPS MUST BE INDIVIDUALLY BOXED)	W-48A0085			
33	L867B BASE PLATE, 1/8" THICK, 1-1/2" THREADED HUB, STEEL, WITH GROUND LUG	W-1935G			

ITB 2524H053 - Airport Runway Lighting Parts

BID SCHEDULE

LOT 1 - ADB Airfield Solutions Airport Runway Lighting Parts					
Item #	Description	ADB Part #	FOB Seattle Price Ea.	FOB Anch. Price Ea.	FOB Fbks. Price Ea.
LOT 1B -ADB					
L858 SIGNS					
34	L858 SIGN LEGEND PANEL ASSEMBLY, SIZE 4, 1 MODULE, HIGH WIND, (REPLACES 44A6084/4111)	W-44A7777/4111			
35	L858 SIGN LEGEND PANEL ASSEMBLY, SIZE 3, 1 MODULE HIGH WIND, (REPLACES 44A6084/3111)	W-44A7777/3111			
36	L858 SIGN LEGEND PANEL ASSEMBLY, SIZE 3, 2 MODULES, HIGH WIND, (REPLACES 44A6084/3211)	W-44A7777/3211			
37	LED LIGHT BAR GEN 2 32"	W-48A0442/32			
38	LED LIGHT BAR GEN 2 16"	W-48A0442/16			
39	CURRENT DRIVEN BOOST PS ASSY. (SINGLE)	W-44A7260/010			
40	SIGN END PANEL	60A4102/300			
MISC					
41	WIND SOCK, 36" x 12', ORANGE, DENIER POLYESTER, PIGMENT URETHANE COATED, UV INHIBITOR, STRAIGHT DRUM STYLE, DRAIN GROMMETS	W-77A0107UVGP			
42	L823 PRIMARY CONNECTOR KIT, # 8 AWG STRANDED, STYLE 3 PLUG / STYLE 10 RECEPTACLE, 0.300" - 0.400" O.D., WITH SPECIAL SEAL AND GRIP, INTEGRO PART #: 11805-01	W-70A0012/CK			
43	L823 SECONDARY EXTENSION CORD, 18", STYLE 1 PLUG / STYLE 8 RECEPTACLE, 16/2 SOW 600V, INTEGRO PART #11339-06-018	W-11339-06-018			
44	Washer, Nordlock, Box 200	184800			
52		Lot 1B Subtotals:	\$	\$	\$
53		Lot 1B TOTAL (add Subtotals):	\$		
56	Guaranteed Delivery: _____ days after receipt of an order (ARO). Bids in excess of 60 days ARO, may be declared non-responsive.				

ITB 2524H053 - Airport Runway Lighting Parts

BID SCHEDULE

LOT 2 Crouse Hinds Airport Runway Lighting Parts

Item #	Description	Crouse Hinds Part #	FOB Seattle Price Ea.	FOB Anch. Price Ea.	FOB Fbks. Price Ea.
1	Prism, Clear, L850/852	21126-C			
2	Cord and Plug, L850/852	21121			
3	Steel Cover, 3/8" X 13 1/2", L867B	AK100006			
4	Gasket, 3/8" X 12", 10.25" BC, L867B	2052			
5	Inset Runway Guard Light, L852G LED, Flash ON	852GAP1-YN-YO-FS-0			
6	Inset Runway Guard Light, L852G LED, Flash OFF	852GAP1-YN-YF-FS-0			
7	Inset Runway Centerline Light, L850A, LED, White White	850A-AP1-WW-F1-12S-P1-00			
8	Inset Runway Centerline Light, L850A, LED, White Red	850A-AP1-WR-F1-12S-P1-00			
9	Inset Runway Touch Down Zone Light, LED, Left Toe	850B-AP1-WW-F1-12L-P1-00			
10	Inset Runway Touch Down Zone Light, LED, Right Toe	850B-AP1-WW-F1-12R-P1-00			
11	Inset Taxiway Centerline Light, L852C, LED, Green Green	852C-AP1-GG-F1-12U-P1-00			
12	Inset Taxiway Centerline Light, L852D, LED, Green Green	852D-AP1-GG-F1-12U-P1-00			
13	Inset Taxiway Centerline Light, L852D, LED, Green Yellow	852D-AP1-GY-F1-12U-P1-00			
14	Inset Taxiway Centerline Light, L852D, LED, Yellow Yellow	852D-AP1-YY-F1-12U-P1-00			
15	Inset Taxiway Centerline Light, L852K, LED, Green Green	852K-AP1-GG-F1-12U-P1-00			
16	Inset Taxiway Centerline Light, L852K, LED, Yellow Yellow	852K-AP1-YY-F1-12U-P1-00			
17	Lens and Blank Lens Socket Replacement Kit	21642-C			
18	Lens Replacement Kit - 852D	21643			
19	Gasket- Bottom cover- Style III	21140			
20	852G Optical Assembly Seal O-Ring	21385			
21	LED Power Supply	21696-1			
22	LED Replacement Assembly (Blue)	21486-B1			
23	O-Ring Bottom Cover	10035-0062			
24	Outer Lens	21254			

ITB 2524H053 - Airport Runway Lighting Parts

BID SCHEDULE

25	Outer Lens Boot	21256			
26	L852T LED Fixture with 11.25" Bolt Pattern	852T-AP1-12A-0			
27	L852T LED Fixture with 10.25" Bolt Pattern	852T-AO1-12B-0			
			Subtotals:	\$ _____	\$ _____
			TOTAL (add Subtotals):	\$ _____	
	Guaranteed Delivery: _____ days after receipt of an order (ARO).				
	<i>Bidders who offer delivery in excess of sixty (60) days after receipt of an order may be declared non-responsive.</i>				

ITB 2520H026 - Airport Runway Lighting Parts

BID SCHEDULE
LOT 3 Miscellaneous Airport Runway Lighting

LOT 3A - AMERACE

Item #	Description	AMERACE Part #	CDPP Seattle Price Ea.	CDPP Anch. Price Ea.	CDPP Fbks. Price Ea.
1	Transformer L830-6 200w 6.6a/6.6a	TA200666-01			
2	Transformer L830-1 30/45w 6.6a/6.6a	TA045666-01			
3	Transformer L830-3 65w 6.6a/6.6a	TA065666-01			
4	Transformer L830-5 100w 20a/6.6a	TA100266-01			
5	Transformer L830-7 200w 20a/6.6a	TA200266-01			

Lot 3A Subtotals: \$ _____ \$ _____ \$ _____

Lot 3A TOTAL (add Subtotals): \$ _____

Guaranteed Delivery:
_____ days after receipt of an order (ARO).
Bidders who offer delivery in excess of sixty (60) days after receipt of an order may be declared non-responsive.

ITB 2520H026 - Airport Runway Lighting Parts

BID SCHEDULE

LOT 3B - OSRAM

Item #	Description	OSRAM Part #	CDPP Seattle Price Ea.	CDPP Anch. Price Ea.	CDPP Fbks. Price Ea.
1	Lamp In-Pavement 48w 6.6a with wires	8 (58711) (64337A48-15)			
3	Lamp EL & Threshold 200w 6.6a	58750 200w-6.6A GY9.5			
4	Lamp Centerline 30w 6.6a MR16 with wires	64331SP-A (58537)			
5	6.6A/48W - MR-16Fem Connector Light Bulb - GN37F	64337A48-15			
6	6.6A/30W - T10/1P - Taxiway Edge Identification Bulb	58961			
7	6.6A/105W - MR-16/Fem Connector Light Bulb - GN39F	64339 - A			
8	6.6A/200w Elevated Edge Lamp/GY9.5	58789			
9	6.6A Male - PK30d - 150W Light Bulb	HLX 64361Z			
10	Quartz Bi-Pin lamp 30W 6.6A EXL-30W	64322 EXL			
11	Quartz Bi-Pin lamp 150W 6.6A EXR-150W	64354 EWR			

Lot 3B Subtotals: \$ _____ \$ _____ \$ _____

Lot 3B TOTAL (add Subtotals): \$ _____

ITB 2520H026 - Airport Runway Lighting Parts

BID SCHEDULE

LOT 3C - SYLVANIA

Item #	Description	SYLVANIA Part #	CDPP Seattle Price Ea.	CDPP Anch. Price Ea.	CDPP Fbks. Price Ea.
1	Lamp Taxi 30w 6.6a	17980			

Lot 3C Subtotals: \$ _____ \$ _____ \$ _____

Lot 3C TOTAL (add Subtotals): \$ _____

Guaranteed Delivery:
_____ days after receipt of an order (ARO).
Bidders who offer delivery in excess of sixty (60) days after receipt of an order may be declared non-responsive.

ITB 2520H026 - Airport Runway Lighting Parts

BID SCHEDULE

LOT 3D - PHILIPS

Item #	Description	PHILIPS Part #	CDPP Seattle Price Ea.	CDPP Anch. Price Ea.	CDPP Fbks. Price Ea.
1	Lamp Taxi 30w 6.6a	24300-6 (6.6A/T10/1P)			
2	6.6A/48W - MR-16Fem Connector Light Bulb - GN37F	6101			
3	6.6A/30W - T10/1P - Taxiway Edge Identification Bulb	7669c			
4	6.6A/105W - MR-16/Fem Connector Light Bulb - GN39F	6105			
5	6.6A Male - PK30d - 100W Light Bulb	6116			
6	6.6A Male - PK30d - 150W Light Bulb	6392			

Lot 3D Subtotals: \$ _____ \$ _____ \$ _____

Lot 3D TOTAL (add Subtotals): \$ _____

Guaranteed Delivery:
_____ days after receipt of an order (ARO).
Bidders who offer delivery in excess of sixty (60) days after receipt of an order may be declared non-responsive.

ITB 2520H026 - Airport Runway Lighting Parts

BID SCHEDULE

LOT 3E - GENERAL ELECTRIC

Item #	Description	GE Part #	CDPP Seattle Price Ea.	CDPP Anch. Price Ea.	CDPP Fbks. Price Ea.
1	6.6A/30W - T10/1P - Taxiway Edge Identification Bulb	23294			
2	6.6A/200w Elevated Edge Lamp/GY9.5	15243			
Lot 3E Subtotals:			\$ _____	\$ _____	\$ _____

Lot 3E TOTAL (add Subtotals): \$ _____

Guaranteed Delivery:
 _____ days after receipt of an order (ARO).
Bidders who offer delivery in excess of sixty (60) days after receipt of an order may be declared non-responsive.

ITB 2520H026 - Airport Runway Lighting Parts

BID SCHEDULE

LOT 3F - GENESIS

Item #	Description	GENESIS Part #	CDPP Seattle Price Ea.	CDPP Anch. Price Ea.	CDPP Fbks. Price Ea.
1	6.6A/48W - MR-16Fem Connector Light Bulb - GN37F	AL-010-0113			
2	6.6A/30W - T10/1P - Taxiway Edge Identification Bulb	AL-013-0145			
3	6.6A/45W - T10/ P - Taxiway Edge Identification Bulb	AL-013-0146			
4	6.6A/105W - MR-16/Fem Connector Light Bulb - GN39F	AL-010-0096			
5	6.6A Male - PK30d - 100W Light Bulb	AL-011-0124			
6	EVV - 120w - Elevated Edge Lamp	AL-007-0067			
7	6.6A/200w Elevated Edge Lamp/GY9.5	AL-007-0071			
8	6.6A/30W - MR-16/2FE - GN31F	AL-010-0101			
9	100 Watt - G6.35/100 Bi-Pin Light Bulb	AL-007-0059			
10	Lamp, 45W 6.6A PK30D	AL-011-0134			

ITB 2520H026 - Airport Runway Lighting Parts

BID SCHEDULE

11	120w/120v Spot - Par 38 - Elevated Approach Lamp	AL-006-0026			
12	EXM - 45w - Extended Life - Elevated Edge Lamp	EXM			
13	EVV - 120w - Elevated Edge Lamp	AL-007-0067			
14	6.6A Male - PK30d - 150W Light Bulb	AL-011-0127			
15	Lamp Q1000PAR64/NSP 120v	AL-006-0054			
16	Taxiway Edge Light Head Assembly L861 30" cord with Quartz Socket	AL-110-0010			
17	Taxi-runway elevated lense 0-ring seal	AL-110-0006			
18	Quartz Bi-Pin Lamp 30W 6.6A EXL-30W	AL-007-0069			
19	Quartz Bi-Pin Lamp 150W 6.6A EWR-150W	AL-007-0068			
20	Tax-Runway Elevated Clamp Band L861	AL-11-0004			

Lot 3F Subtotals: \$ _____ \$ _____ \$ _____

Lot 3F TOTAL (add Subtotals): \$ _____

Guaranteed Delivery:

_____ days after receipt of an order (ARO).

Bidders who offer delivery in excess of sixty (60) days after receipt of an order may be declared non-responsive.



ALASKA BIDDER PREFERENCE CERTIFICATION

AS 36.30.321(A) / AS 36.30.990(2)

BUSINESS NAME:

Alaska Bidder Preference: Do you believe that your firm qualifies for the Alaska Bidder Preference?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Alaska Veteran Preference: Do you believe that your firm qualifies for the Alaska Veteran Preference?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Please list any additional Alaska Preferences below that you believe your firm qualifies for.	
1. _____	2. _____
3. _____	4. _____
5. _____	6. _____

To qualify for and claim the Alaska Bidder Preference you must answer **YES** to all questions below in the Alaska Bidder Preference Questions section. To qualify for and claim the Alaska Veteran Preference, you must answer **YES** to these questions as well as answer **YES** to all the questions in the Alaska Veteran Preference section. A signed copy of this form must be included with your bid no later than the deadline set for receipt of bids.

If you are submitting a bid as a **JOINT VENTURE**, all members of the joint venture must complete and submit this form before the deadline set for receipt of bids. [AS 36.30.990\(2\)\(E\)](#)

If the procuring agency is unable to verify a response, the preference may not be applied. Knowingly or intentionally making false or misleading statements on this form, whether it succeeds in deceiving or misleading, constitutes misrepresentation per [AS 36.30.687](#) and may result in criminal penalties.

Alaska Bidder Preference Questions:

1) Does your business hold a current Alaska business license per [AS 36.30.990\(2\)\(A\)](#)?
 YES NO

If YES, enter your current **Alaska business license number**: [Click or tap here to enter text.](#)

2) Is your business submitting a bid under the name appearing on the Alaska business license noted in **Question 1** per [AS 36.30.990\(2\)\(B\)](#)?

YES NO

3) Has your business maintained a **place of business** within the state **staffed by the bidder or offeror** or an employee of the bidder or offeror for a period of six months immediately preceding the date of the bid per [AS 36.30.990\(2\)\(C\)](#)?

YES NO

If YES, please complete the following information:

A. Place of Business

Street Address: _____

City: _____

ZIP: _____

“**Place of business**” is defined as a location at which normal business activities are conducted, services are rendered, or goods are made, stored, or processed; a post office box, mail drop, telephone, or answering service does not, by itself, constitute a place of business per [2 AAC 12.990\(b\)\(3\)](#).

Do you certify that the **Place of Business** described in **Question 3A** meets this definition?

YES **NO**

B. The bidder or offeror, or at least one employee of the bidder or offeror, must be a resident of the state under [AS 16.05.415\(a\)](#) per [2 AAC 12.990\(b\)\(7\)](#).

1) Do you certify that the bidder or offeror OR at least one employee of the bidder or offeror is physically present in the state with the intent to remain in Alaska indefinitely and to make a home in the state per [AS 16.05.415\(a\)\(1\)](#)?

YES **NO**

2) Do you certify that that the resident(s) used to meet this requirement has maintained their domicile in Alaska for the 12 consecutive months immediately preceding the deadline set for receipt of bids per [AS 16.05.415\(a\)\(2\)](#)?

YES **NO**

3) Do you certify that the resident(s) used to meet this requirement is claiming residency **ONLY** in the state of Alaska per [AS 16.05.415\(a\)\(3\)](#)?

YES **NO**

4) Do you certify that the resident(s) used to meet this requirement is **NOT** obtaining benefits under a claim of residency in another state, territory, or country per [AS 16.05.415\(a\)\(4\)](#)?

YES **NO**

4) Per [AS 36.30.990\(2\)\(D\)](#), is your business (**CHOOSE ONE**):

A. **Incorporated or qualified to do business under the laws of the state?**

YES **NO**

If **YES**, enter your current **Alaska corporate entity number**: _____

B. A **sole proprietorship** AND the proprietor is a resident of the state?

YES **NO**

C. A **limited liability company** organized under AS 10.50 **AND** all members are residents of the state?

YES **NO**

Please identify each member by name: _____

D. A **partnership** under former AS 32.05, AS 32.06, or AS 32.11 **AND** all partners are residents of the state?

YES **NO**

Please identify each partner by name: _____,
_____, _____,
_____.

Alaska Veteran Preference Questions:

1) Per *AS 36.30.321(F)*, is your business (**CHOOSE ONE**):

- A. A **sole proprietorship** owned by an Alaska veteran?
 YES NO
- B. A **partnership** under AS 32.06 or AS 32.11 **AND** a majority of the partners are Alaska veterans?
 YES NO
- C. A **limited liability company** organized under AS 10.50 **AND** a majority of the members are Alaska veterans?
 YES NO
- D. A **corporation** that is wholly owned by individuals, **AND** a majority of the individuals are Alaska veterans?
 YES NO

Per *AS 36.30.321(F)(3)* “**Alaska veteran**” is defined as an individual who:

- (A) Served in the
 - (i) Armed forces of the United States, including a reserve unit of the United States armed forces; or
 - (ii) Alaska Territorial Guard, the Alaska Army National Guard, the Alaska Air National Guard, or the Alaska Naval Militia; and

(B) Was separated from service under a condition that was not dishonorable.

Do you certify that the individual(s) indicated in **Question 1A, 1B, 1C, or 1D** meet this definition and can provide documentation of their service and discharge if necessary?

YES NO

SIGNATURE

By signature below, I certify under penalty of law that I am an authorized representative of _____ and all information on this form is true and correct to the best of my knowledge.

(Business Name)

Printed Name _____

Title _____

Date _____

Signature _____

BID RESPONSE DELIVERABLES CHECKLIST:

This checklist is not intended to be an all-inclusive list for all requirements of the ITB. It is the offerors responsibility to ensure all required items and information are addressed in their Bid.

BID RESPONSE CHECKLIST ITEMS:

- Completed ITB -Page 1
- Conflict of Interest Statement –Page 15 & 44
- Completed Bid Schedule Pages 27 – 40
- Alaska Preference Certification Form (if applicable) –Pages 41-43
- All mandatory return Amendments

***Note:** Bidders must respond to all items within each Lot. Only lots submitted for the State’s consideration are required with your bid response.

Conflict of Interest Statement:

Does the company or any individual working on the contract have a possible conflict of interest No Yes
If yes, please explain the nature of that conflict.
