

# STATE OF ALASKA INVITATION TO BID (ITB)



## PISTON AND TURBINE FIXED WING MAINTENANCE ITB 2025-1200-0017

ISSUED MAY 22, 2024

PROVIDE AS-NEEDED MAINTENANCE ON VARIOUS STATE-OWNED PISTON AND TURBINE FIXED WING  
AIRCRAFT

**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.

DEPARTMENT OF PUBLIC SAFETY

DIVISION OF ADMINISTRATIVE SERVICES

PROCUREMENT OFFICER:

**KELLY PAHLAU**

PHONE: (907) 269-8493

EMAIL: **KELLY.PAHLAU@ALASKA.GOV**

COMPANY SUBMITTING BID

AUTHORIZED SIGNATURE

PRINTED NAME

DATE

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## SECTION 1. INTRODUCTION & INSTRUCTIONS

### SEC. 1.01 PURPOSE OF THE ITB

The Department of Public Safety, Division of Administrative Services, on behalf of the Aircraft Section, is soliciting bids for as-needed piston aircraft maintenance including routine maintenance, inspections, overhauls, field repairs, and more in Bethel, Cordova, Dillingham, Gulkana, Juneau, King Salmon, Kodiak, Kotzebue, McGrath, Nome, Soldotna, Tok, Alaska. The Department of Public Safety is also soliciting for bids for as-needed turbine maintenance in Anchorage, Bethel, Fairbanks, and Nome, Alaska.

### SEC. 1.02 BUDGET

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

### SEC. 1.03 DEADLINE FOR RECEIPT OF BIDS

Bids must be received no later than 12:30pm Alaska Time on June 12, 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. 1.04 PRIOR EXPERIENCE

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

- The Contractor shall meet the qualifications of 14 CFR (Code of Federal Regulations) 43.7, Part 65, Subpart D & E, and/or shall submit their FAA approved Repair Center Certificate and Operation Specification. Repair Station Certificate shall be issued under 14 CFR Part 145 with Piper Super Cubs and Cessna aircraft in the capabilities listing with the appropriate ratings for the airframes. Contractors performing maintenance should have the ability to perform off site maintenance listed under the capabilities listing.
- Have worked on aircraft similar to the state-owned aircraft, respective to the bidder's submission of a bid for piston and/or turbine work, mentioned in this solicitation within the previous 24 months.
- Have an approved drug-testing program in place for maintenance personnel which meets 14 CFR Part 135 requirements.

Bids will be accepted from certified and non-certified repair facilities; however, all maintenance personnel working on State aircraft shall be Federal Aviation Administration (FAA) certified and fully qualified Airframe and Powerplant (A&P) mechanics meeting the requirement of 14 CFR 145 or 14 CFR Part 65, Subpart D and facility shall employ a full-time FAA Inspection Authorized (IA) meeting the requirements of 14 CFR Part 65.91 and Part 43.7.

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

The successful Contractor shall provide evidence of FAA licensed A&P mechanics/IA and evidence of similar, previous work upon request from the state. Requested evidence and certificates must be provided within ten days of request. Failure to provide this evidence within the time requested shall be cause for rejection of the bid.

**SEC. 1.05 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. 1.06 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. 1.07 RETURN INSTRUCTIONS**

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

Please note that email transmission is not instantaneous. 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 (907) 269-8493 to confirm that the entire bid has been received. The state is not responsible for unreadable, corrupt, or missing attachments.

**SEC. 1.08 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. 1.09 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. 1.10 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. 1.11 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	DATE & TIME
Issue Date / ITB Released	May 22, 2024
Deadline for Receipt of Bids / Bid Due Date	June 12, 2024 at 12:30pm
Bid Evaluations Complete	June 12-14, 2024
Notice of Intent to Award	The week of June 17, 2024
Contract Start Date	July 1, 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 Public Safety, or the Commissioner's designee. Upon written notice to the contractor, the state may set a different starting date for the contract. The state will not be responsible for any work done by the contractor, even work done in good faith, if it occurs prior to the contract start date set by the state.

**SEC. 1.12 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. 1.13 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. 1.14 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

#### (a) BACKGROUND INFORMATION

DPS is a full-service state police organization which conducts both law enforcement and wildlife enforcement duties across the entirety of the state of Alaska. Because of the vast spans of wilderness in the last frontier separate 82% of our communities from the road system, this creates a challenge totally unique to our state. DPS operates a multitude of fixed wing and rotary wing aircraft to meet various department mission requirements. These aircraft primarily support wildlife enforcement, search and rescue efforts and numerous other law enforcement related missions. The DPS primary maintenance and logistics headquarters is located at Lake Hood Airport (LHD/PALH) in Anchorage, Alaska. This facility serves as the primary maintenance and logistics facility for the department's entire state-wide flight operation with a secondary facility at Fairbanks International Airport (FAI/PAFA) in Fairbanks, Alaska.

Currently, there are approximately 39 aircraft in the fleet consisting of Piper Super Cub (PA-18)s and Cessna 172, 182, 185, 206 and 208s in service that receive routine maintenance and/or service in any location around the state. The aircraft are currently based across the state. The number of aircraft may change based on mission requirements and modernization of the fleet.

#### (b) GENERAL SCOPE

Except as otherwise provided in the contract, the Contractor shall furnish all necessary material, labor, supervision, services, equipment, tools, supplies, power, accessories, facilities, shipping and other items and services necessary for accomplishing the work to include any necessary inspections and return serviceable and airworthy.

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

The state reserves the right to contract with other vendors for specific projects if the contractor is unable to perform the work with approval from the Aircraft Section. In addition, should an aircraft need repairs while outside the aircraft maintenance area listed in Section 1.01, including outside the State of Alaska, the state reserves the right to contract with a local facility. The State does not guarantee a minimum number of hours.

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

#### **Piston Aircraft Maintenance**

Currently, there are 23 aircraft in service that receive routine maintenance and/or service in the areas identified above depending on the location of the aircraft. The aircraft are currently based in Bethel, Cordova, Dillingham, Gulkana, Juneau, King Salmon, Kodiak, Kotzebue, McGrath, Soldotna, Tok and other outlying areas. Those locations and the number of aircraft may change based on mission requirements and modernization of aircraft. Historically, the aircraft have an average flying time per year of 110 hours each. They will require scheduled and unscheduled maintenance in Bethel, Cordova, Dillingham, Gulkana, Juneau, King Salmon, Kodiak, Kotzebue,

McGrath, Nome, Soldotna and Tok. It is also anticipated the Contractor will travel to remote locations to perform other aircraft maintenance as needed.

Maintenance/repair services to include:

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

**Vendors for piston aircraft maintenance under this contract must be located within a reasonable distance from the DPS Bethel (BET/PABE), Cordova (CDV), Dillingham, Gulkana, Juneau (JNU/PAJN), King Salmon (AKN/PAKN), Kodiak, Kotzebue, McGrath, Nome, Soldotna or Tok facilities for the maintenance of the Piper Super Cub (PA-18)s and Cessna 172, 182, 185, 206s aircraft.**

#### **Turbine Aircraft Maintenance**

Currently, there are three Cessna 208s in service that receive routine maintenance and/or service in either Anchorage, Bethel, Fairbanks or Nome depending on the location of the aircraft. The aircraft are currently based at the Bethel, Fairbanks International and Nome Airports. Those locations and the number of aircraft may change based on mission requirements and modernization of the fleet. The Cessna C208 Caravans bearing serial numbers 208-0182 and 208-0352, have been owned by the Department of Public Safety (DPS), Aircraft Section for approximately 22 years and serial number 208-0607 has been owned by DPS for a year. These aircraft are used to transport large number of passengers and equipment, strategic missions including high risk prisoner moves, Special Emergency Reaction Team deployment, rapid law enforcement response, spring flood river watches and fisheries patrol. The aircraft is also used for law enforcement personnel and VIP transport as needed.

The Contractor shall perform repairs and installation of new and used equipment on an as-needed basis, including the possibility of as-needed field repairs. The Cessna 208s will require scheduled and unscheduled maintenance in any of the four locations. It is also anticipated the Contractor will travel to remote locations to perform other aircraft maintenance as needed.

Maintenance/repair/avionics services to include:

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

All required engine work shall be accomplished by a Pratt & Whitney PT6A-114A series trained engine mechanic. The Contractor shall have a Pratt & Whitney PT6A-114A trained engine mechanic either on staff, or readily



available, to conduct the scheduled maintenance on this aircraft's engines during the scheduled inspections and maintenance of the airframe.

The aircraft utilizes an electronic system for record tracking (currently through <https://www.campsystems.com>), but subject to change) and requires scheduled inspection after approximately every 200 hours of operation, and annually, along with engine inspections up to and including (Hot Sections and Remove and Replace for Overhauls) all applicable Mandatory and Recommended Service Bulletins and Airworthiness Directives. DPS requires a Cessna C208 Caravan series approved and certified repair facility that can provide these scheduled and unscheduled maintenance jobs on the State's timetable. The Contractor shall work within the current version of electronic record system in which DPS utilizes for our C208s and document/record all maintenance to ensure compliance within that system, engine, airframe and propeller hardcopy logbooks as applicable.

During the term of this Contract the State will operate and maintain the aircraft in accordance with the Textron Aviation Cessna 208 Aircraft Maintenance Manual, operating manuals, the applicable maintenance and repair manuals, applicable mandatory and selected recommended service bulletins, and any other written instructions issued by Textron/Cessna/Pratt & Whitney and their suppliers as amended from time to time. The State will also comply with all the applicable requirements of appropriate Airworthiness Authorities, and/or with generally accepted practices currently followed in the general aviation industry.

Inspection/service forms shall be provided by the Contractor and approved by DPS for the 200-hours, annual inspections and any special inspection or directive. Contractor shall fill out the forms to verify completion of each item in the inspection and provide a copy to DPS for each aircraft. All repairs shall be preapproved by the DPS Aircraft Section. Parts may be provided by the State, or the State will approve the purchase of parts by the Contractor. DPS may provide parts, components, assemblies, or special tools for completion of certain repairs.

**Vendors for are located within a reasonable distance from the Anchorage, Bethel, Fairbanks (FAI/PAFA) or Nome DPS facilities for the maintenance of the Cessna 208s.**

### **(c) TEST FLIGHTS, WORK INSPECTION, AND PAPERWORK**

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

Services will not be complete, and the equipment will not be considered serviced, repaired, or acceptable until it performs in compliance with the manufacturer's published performance specifications. All maintenance record entries must be written in English, complete, accurate and follow the requirements of 14 CFR part 43.

DPS aircraft must be maintained in airworthy condition by use of practices outlined under 14 CFR Part 43, 14 CFR Part 91, Subpart E, Maintenance, Preventative Maintenance, and Alterations. Aircraft must also be maintained as specified by the manufacturer's maintenance schedule and inspection/service schedules and/or applicable Service Bulletins (SB) and Service Letters. The Contractor is responsible for review of and compliance with Airworthiness Directives (AD) that may pertain to the aircraft and/or equipment being serviced. Contractor shall designate one certified and fully qualified A&P mechanic licensed and trained with factory level minimum to ensure responsibility for the maintenance task being performed for each aircraft.

Inspection/service forms shall be provided by the Contractor and approved by DPS for the inspections listed in Sec. 2.01 (e) and any special inspection or directive. Contractor shall fill out the forms to verify completion of each item in the inspection and provide a copy to DPS for each aircraft. **All repairs shall be preapproved by the DPS Aircraft Section.**

Parts may be provided by the State, or the State will approve the purchase of parts by the Contractor. DPS may provide parts, components, assemblies, and/or special tools specific to the aircraft for completion of certain repairs. The Contractor licensed and certified A&P/IA shall certify and make all maintenance logbook entries to meet all of the requirements of 14 CFR Part 43.

The Aircraft Section will provide a “work package” or a work order in the DPS electronic record system (currently only for the Cessna 208s) to the vendor along with the delivery of the aircraft. This work package will include the following documents:

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

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

- a. Maintenance log entries for airframe, propeller, engine, and components, as applicable.
- b. List of maintenance discrepancies, and corrective action taken.
- c. Completed hard copy maintenance cards and if applicable, electronic from within the current version of the electronic system.
- d. Any additional documentation as requested by DPS Aircraft Section for that specific project.

#### **(d) SCHEDULING SERVICE**

DPS will give at least five days’ notice prior to scheduled maintenance. Contractor shall complete scheduled inspections and repairs in four working days for the Piper Cubs (PA-18) and five working days for the Cessna 172, 182, 185, 206 and 208s. Landing gear changes shall be completed in one day. Allowances will be made for parts unavailability. Extensions due to unanticipated maintenance delays will be dealt with on a case-by-case basis with a timeline agreed to with the Aircraft Section’s Aircraft Maintenance Inspectors or Project Manager.

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

At times, DPS may need remote area support for an aircraft that has a maintenance issue away from its base. DPS will coordinate with the Contractor to transport an A&P mechanic, appropriately rated repairman or request the Contractor to travel, if able, to the disabled aircraft and assist in recovery to a maintenance facility to complete a return to service as required.

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

Out of town maintenance will be charged at the same rate as the Contractor's normal shop rate, with four hours minimum. Out of town charges, in addition to wages, may include per diem up to the standard rate paid by the State for the location. Travel time will be billed two hours before the scheduled departure flight until thirty minutes after destination arrival.

DPS will occasionally require expeditious repairs. The Contractor shall make DPS aircraft priority and shall take immediate action to repair the aircraft, unless mutually agreed upon by the Contractor and DPS.

**8:00 am – 6:00 pm:** The Contractor shall inspect an aircraft and provide a plan of action within three hours of initial DPS notification.

**After 6:00 pm:** Unless the Aircraft Section directs the Contractor otherwise, the Contractor shall inspect the aircraft by 11:00 am the following day. No work is required on weekends and State recognized holidays unless mutually agreed upon by the Contractor and DPS.

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

SBs, ADs, and all other repairs will be performed in accordance with the manufacturer's recommended procedure. All warranty documents shall remain the property of the State.

#### **(e) DELIVERABLES**

Contractor responsibilities include (but are not limited to):

1. All work performed by the Contractor shall be performed in accordance with the manufacturer's maintenance manuals, Part 43 and Part 91 of the FAA regulations, and accepted industry standards. The Cessna 208 maintenance Contractor shall be responsible for their own Maintenance Manual and Service Document subscriptions and shall provide all documents to maintenance staff. The Piper Super Cub (PA-18)s and Cessna 172, 182, 185 and 206 maintenance Contractors shall be either responsible for their own Maintenance Manual and Service Document subscriptions and shall provide all documents to maintenance staff or request the manuals from the Aircraft Section. All Maintenance Manuals and Service Documents shall be complete and remain up to date for the entire contract period, including any and all renewals. The Contractor licensed and certified technician shall certify and make all maintenance logbook entries to meet all of the requirements of 14 CFR part 43.
2. Perform all work in a thorough and workman like manner and in accordance with current industry standards/practices.
3. The Contractor must have the tools and support equipment to perform routine maintenance. If tools require calibration, the Contractor shall always ensure compliance with this requirement and records shall be made available for inspection.
4. Complete work in a timeline agreed to with the Aircraft Section's Aircraft Maintenance Inspectors or Project Manager, giving DPS projects priority over other projects to reduce the downtime of the aircraft; **this shall not exclude basic troubleshooting of avionics systems or removal and replacement of**

**components allowed by regulation.** If the Contractor encounters delays, relay the information to the Aircraft Section Aircraft Maintenance Inspectors to determine if work should continue or be set aside depending on the circumstances.

5. This maintenance shall include scheduled maintenance such as maintenance tasks as scheduled under the manufacturer's maintenance recommendations, airworthiness limitations, or FAA Airworthiness Directive or Service Bulletin notes. Perform scheduled airframe and engine inspections or component replacement (examples: annual inspection, 100 and 200 hour) as per manufacturer or FAA requirements.
6. Complete unscheduled maintenance, including but not limited to pilot discrepancies, post maintenance check flight issues and etc. In the event of unscheduled maintenance, an inspection will be conducted the same business day if during normal business hours or prior to 11 am the next business day. If issues occur after hours, they shall be discussed with the Aircraft Section Aircraft Maintenance Inspectors or Project Manager to determine a course of action. Any resulting maintenance, the Contractor will provide a reasonable timeline to DPS Aircraft Maintenance Inspectors or within one business day of part/consumable product delivery if not in inventory at time of inspection, unless otherwise agreed upon by the Contractor and DPS.
7. Troubleshoot problems with various systems on the aircraft and develop strategies for resolving a problem(s).
8. Dismantle, inspect, and reassemble all assemblies and components of aircraft authorized by the maintenance manuals.
9. Perform engine inspections and authorized repairs.
10. Manage a standard inventory of parts and consumable products necessary to conduct uninterrupted maintenance, modifications, and repairs.
11. Ensure all parts and materials are legal and airworthy according to FAA and Manufacturer's standards with an airworthiness approval tag or material's certification as applicable. All parts documentation or certifications will become the property of DPS at the completion of any project.
12. Maintain and troubleshoot the mission critical equipment on the aircraft at a line maintenance level.
13. Maintain licensing and certificates required herein.
14. Monitor SBs and FAA ADs to schedule required or recommended work in a timely manner.

For any items that require specialized services or processes, the Contractor shall subcontract those items to the appropriate facility with the approval of the DPS Aircraft Maintenance Inspectors.

Excluded responsibility of the Aircraft Maintenance Contractor:

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

## **SEC. 2.02 CONTRACT TERM**

The length of the contract will be from the date of award, approximately July 1, 2024, through June 30, 2025, with the option to renew for three additional one-year terms under the same terms and conditions as the original contract. Renewals will be exercised at the sole discretion of the state.

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 COMPONENTS, PARTS, AND TOOLS**

Unless otherwise specified, the Contractor shall provide all repairs, services, and replacement parts necessary to maintain the specified aircraft at the designated base during extended periods of heavy use (such as search and rescue, fishery, bear or other patrols), regardless of the amount or frequency of hours flown.

DPS may provide parts, components, assemblies, or special tools for completion of certain repairs. If in the event there may be a part required in which may be unavailable locally, the Contractor shall contact the DPS Aircraft Maintenance Inspector to see if parts may be available within the DPS Aircraft Section. All parts/cores that are removed shall be tagged with their respective reason for removal and coordinated with DPS for handling or return. **No parts shall be disposed of or purchased without prior authorization of the Aircraft Maintenance Inspectors or Project Manager.** All parts removed or installed in the aircraft will be coordinated with the DPS Stock & Parts position using appropriate reporting to ensure serviceable status, accountability and inventory control. **The State shall have first right of refusal on all salvage parts that come from Department of Public Safety aircraft.**

The Contractor shall be responsible for replacement of lost or damaged property furnished by DPS, except for reasonable wear and tear, and to the extent that such property is normally consumed in DPS aircraft operation.

Title to State-furnished property will remain with DPS. The Contractor shall maintain adequate property control records in accordance with industry standards to ensure that State parts are not utilized for other purposes. Federal Excess Property in use under this contract may not be sold by either the State or the Contractor.

The Contractor shall have the availability of a lifting hoist, minimum 2-ton capability or equivalent manufacturer approved lifting means, and a fixture to lift the Piper Cub and Cessna 172, 182, 185, 206 and 208 for landing gear maintenance, change and removal. The lifting fixture shall lift the aircraft in such a way to prevent damage/bending of the aircraft.

If the Contractor provides float services, they shall have a method of transporting the float planes between the float pond located at their facility to the vendors maintenance area.

### **SEC. 2.04 ADMINISTRATIVE REQUIREMENTS**

Contract coordination shall be done with the DPS Aircraft Section through the Aircraft Maintenance email address [aircraft.maintenance@alaska.gov](mailto:aircraft.maintenance@alaska.gov), by phone or in person with the Aircraft Maintenance Inspectors or Project Manager.

1. **The Contractor is responsible for determining the work to be performed by checking for scheduled maintenance tasks, Minimum Equipment list status, FAA AD's, manufacturer SBs and other maintenance requests using the DPS maintenance tracking program or other approved manufacturer recommendations.** While reviewing the DPS electronic record system, if available, the Contractor shall provide the DPS Aircraft Section and the Aircraft Maintenance Inspector a list of maintenance required, provide a list of parts required and to develop a work plan together to schedule the work. If the necessary parts are not in stock, the Contractor shall advise the DPS Aircraft Section and/or the Aircraft Maintenance Inspector to inquire about DPS availability prior to ordering new or used parts.

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

## **SEC. 2.05 PART BOOKS AND MAINTENANCE MANUALS**

The state may require parts books and maintenance manuals as necessary. If they are requested, they must be provided at the same time that the equipment is delivered. The cost of the parts books and maintenance manuals must be included in the bid price of the equipment.

## **SEC. 2.06 CONTRACT TYPE**

This contract is a firm, fixed price contract.

## **SEC. 2.07 PAYMENT FOR STATE PURCHASES**

No payment will be made until the contract is approved by the Commissioner of the Department of Public Safety 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. 2.08 CONTRACT ADMINISTRATION**

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

## **SEC. 2.09 CONTRACT PRICE ADJUSTMENTS**

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

**Consumer Price Index (CPI):** Contract prices will remain firm through June 30, 2025.

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 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.

- a. If the Contractor or State fail to request a CPI price adjustment 30 days prior to the Contract renewal date, the adjustment will be effective 30 days after the State or Contractor receives their written request.
- b. Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor, Bureau of Labor and Statistics, Consumer Price Index (CPI-U) for All Urban Consumers, All Items, Urban Alaska.
- c. The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year reported HALF1 (January through June 2024) (depends on the timing, may be HALF2 for July-December); and each HALF1 (or HALF2) thereafter. The percentage difference between those two CPI issues will be the price adjustment rate. No retroactive contract price adjustments will be allowed. All price adjustments must be approved by the Procurement Officer prior to the implementation of the adjusted pricing. Approval shall be in the form of a Contract Amendment issued by the Procurement Officer.
- d. Approval for all price increases is dependent upon full compliance with the terms of the Contract including reporting requirements.

## **SEC. 2.10 CONTRACT PERFORMANCE LOCATION**

The location(s) the work is to be performed, completed, and managed are the contractor's place of business and/or the state's hangars if approved by the state.

The state will provide workspace for the contractor if the work is being performed at the DPS hangar.

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. 2.11 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. 2.12 SUBCONTRACTORS**

Subcontractors may be used to perform specialized work under this contract. Subcontractors must be approved by the state prior to their use. The subcontractors shall meet the same qualifications for the type of work being done and carry the same insurance as the Contractor.

Subcontractor experience 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. 2.13 JOINT VENTURES**

Joint ventures will not be allowed.

**SEC. 2.14 RIGHT TO INSPECT PLACE OF BUSINESS**

At reasonable times, the state may inspect those areas of the contractor's place of business that are related to the performance of a contract. If the state makes such an inspection, the contractor must provide reasonable assistance. The Contractor shall have available for inspection all required certificates, licenses, manuals, work logs and similar materials, at time of inspection.

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

The contractor is responsible for providing all products or the completion of all work set out in the contract. All products or work is subject to inspection, evaluation, and approval by the state. The state may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. The state may instruct the contractor to make corrections or modifications if needed in order to accomplish the contract's intent. The contractor will not unreasonably withhold such changes.



Substantial failure of the contractor to perform the contract may cause the state to terminate the contract. In this event, the state may require the contractor to reimburse monies paid (based on the identified portion of unacceptable products or work received) and may seek associated damages.

### **SEC. 2.16 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. 2.17 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. 2.18 REBUILT OR OVERHAULED EQUIPMENT**

Rebuilt or overhauled is acceptable provided it meets the requirements of this clause and the requirements of the rest of this ITB. Rebuilt or overhauled equipment is defined as used equipment that has been remanufactured/reconditioned and restored to new condition. All Rebuilt or overhauled equipment must have the same warranty as new equipment.

### **SEC. 2.19 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. 2.20 LIQUIDATED DAMAGES**

The state will include liquidated damages in this contract for the Cessna 208 Caravans only to assure its timely completion. The amount of actual damages will be difficult to determine. For the purposes of this contract the state has set the rate of liquidated damages at \$2,144.64 per day. The aircraft is projected to operate over 700 hours per calendar year.  $7\text{—hours} / 365\text{ days} = 1.92\text{ hours}$  the aircraft is operated per calendar day. The DPS operating cost / billing rate is \$1,799.44 per hour, and  $\$1,117.00 \times 1.92 = \$2,144.64$  per day. This equation may update quarterly by DPS Finance based on fuel data.

If the contractor fails to complete the work as agreed upon, the state will begin to collect liquidated damages starting two working days after the last mutually agreed upon deadline and will continue to collect them until the work is completed satisfactorily and accepted by the state. The state will notify the contractor in writing of the start date for liquidated damages prior to collection starting.

**SEC. 2.21 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. 2.22 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. 2.23 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. 2.24 BILLING INSTRUCTIONS**

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

1. Work Hours
2. Hourly Rate
3. Individual part or kit name, part number, and serial number
4. Listed contractor (wholesale) price and markup for parts and supplies
5. Detailed description of work performed
6. Complete aircraft tail registration number
7. Cost
8. DPS Agency contract number

Invoices must be billed to the ordering agency's address shown on the individual Purchase Order, Contract Award or Delivery Order. The state will make payment after it receives the goods or services and the invoice. Questions concerning payment must be addressed to the ordering agency.

**SEC. 2.25 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. 2.26 WARRANTY**

The contractor warrants every unit purchased against faulty materials and workmanship for a minimum period of at least the standard warranty. 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. 2.27 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. 2.28 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. 2.29 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:

- B. the laws of the State of Alaska;
- C. the applicable portion of the Federal Civil Rights Act of 1964;
- D. the Equal Employment Opportunity Act and the regulations issued thereunder by the state and federal government;
- E. the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the state and federal government;
- F. all terms and conditions set out in this ITB;
- G. the price(s) submitted was arrived at independently arrived and without collusion, under penalty of perjury; and
- H. 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 to 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 ALASKA PRODUCT PREFERENCE**

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

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

Products are classified in one of three categories:



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

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

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

**Brand Offered**

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

**Brand of Product Changes**

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

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

**SEC. 4.06 EMPLOYMENT PROGRAM PREFERENCE**

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

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

**SEC. 4.07 ALASKANS WITH DISABILITIES PREFERENCE**

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

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

**SEC. 4.08 PREFERENCE QUALIFICATION LETTER**

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

**SEC. 4.09 EXTENSION OF PRICES**

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

**SEC. 4.10 METHOD OF AWARD**

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. 4.11 APPROVED CONTRACTORS****Proposed Time Periods and List of Approved Contractors**

The list of approved contractors will be valid from the next contract term's start date after a bid is accepted until the end of the current term or any renewals exercised at the sole discretion of the state.

**Bid Acceptance**

To be approved as a Contractor, the vendor must meet all the requirements stated in this ITB and must complete and sign all appropriate forms. Lack of proof of prior experience or any forms submitted without signature may deem the bid non-responsive. Acceptance of the bid will be determined by the review of the following completed forms prior to the start date of the new term:

1. Bid Schedule
2. ITB Cover Submittal Form
3. Proof of prior experience (if requested)

**SEC. 4.12 CONTRACTOR SELECTION PROCESS**

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

**SEC. 4.13 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 INFORMAL DEBRIEFING

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

### SEC. 5.02 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. 5.03 AUTHORITY**

This ITB is written in accordance with AS 36.30 and 2 AAC 12.

**SEC. 5.04 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. 5.05 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. 5.06 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. 5.07 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.

**SEC. 5.08 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. 5.09 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. 5.10 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. 5.11 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. 5.12 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. 5.13 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. 5.14 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. 5.15 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. 5.16 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. 5.17 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. 5.18 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. 5.19 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. 5.20 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. 5.21 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 provided 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. 5.22 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. 5.23 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. 5.24 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. 5.25 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 at least ten days prior to the deadline for receipt of bids.

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

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

A protester must have submitted a bid 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 (attached separately)
- 2) ITB Cover Submittal Form
- 3) Sample Notice of Intent to Award
- 4) Sample Contract Award

**ATTACHMENT 1**  
**Bid Submission Cover Sheet**

*Revised March 7, 2024*

**PROJECT INFORMATION**

ITB NUMBER: \_\_\_\_\_  
PROJECT NAME: \_\_\_\_\_

**BIDDER INFORMATION**

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Tax ID: \_\_\_\_\_  
Alaska Business License #: \_\_\_\_\_

**CONTACT INFORMATION**

Provide contact information for the individual that can be contacted for clarification regarding this bid:

Name \_\_\_\_\_  
Title \_\_\_\_\_  
Address \_\_\_\_\_  
Email \_\_\_\_\_  
Telephone \_\_\_\_\_

**ADDENDA ACKNOWLEDGEMENT**

The bidder acknowledges receipt of the following amendments and has incorporated the requirements of such amendments into their bid. Failure to identify and sign for all amendments may subject the bidder to disqualification. The bidder must list all amendments (by number), then initial and date to confirm that you have received and incorporated them into your bid (add more rows as necessary).

Number	Initials & Date

Number	Initials & Date

Number	Initials & Date

### CERTIFICATIONS

No	Criteria	Response*
1	The bidder is presently engaged in the business of providing the products and/or services required in this ITB.	<input type="checkbox"/> YES <input type="checkbox"/> NO
2	The bidder confirms that it has the financial strength to provide and/or perform and maintain the services required under this ITB.	<input type="checkbox"/> YES <input type="checkbox"/> NO
3	The bidder accepts the terms and conditions set out in the ITB and agrees not to restrict the rights of the state.	<input type="checkbox"/> YES <input type="checkbox"/> NO
4	The bidder confirms that they can obtain and maintain all necessary insurance as required on this project.	<input type="checkbox"/> YES <input type="checkbox"/> NO
5	The bidder certifies that all services provided under this contract by the contractor and all subcontractors shall be performed in the United States.	<input type="checkbox"/> YES <input type="checkbox"/> NO
6	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.	<input type="checkbox"/> YES <input type="checkbox"/> NO
7	The bidder complies with the American with Disabilities Act of 1990 and the regulations issued thereunder by the federal government.	<input type="checkbox"/> YES <input type="checkbox"/> NO
8	The bidder complies with the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government.	<input type="checkbox"/> YES <input type="checkbox"/> NO
9	The bidder complies with the applicable portion of the Federal Civil Rights Act of 1964.	<input type="checkbox"/> YES <input type="checkbox"/> NO
10	The bidder can provide (if requested) financial records for the organization for the past three years.	<input type="checkbox"/> YES <input type="checkbox"/> NO
11	The bidder has not had any contracts terminated by the State of Alaska (within the past five years).	<input type="checkbox"/> YES <input type="checkbox"/> NO
12	The bidder certifies that it is not currently debarred, suspended, proposed for debarment, or declared ineligible for award by any public or federal entity.	<input type="checkbox"/> YES <input type="checkbox"/> NO
13	The offeror certifies that they will not support or participate in a boycott of Israel. Failure to comply with this requirement may cause the state to reject the proposal as non-responsive or cancel the contract.	<input type="checkbox"/> YES <input type="checkbox"/> NO
14	The bidder certifies that they do not have any governmental or regulatory action against their organization that might have a bearing on their ability to provide products and/or services to the State.	<input type="checkbox"/> YES <input type="checkbox"/> NO
15	The bidder certifies, within the last five years, they have not been convicted or had judgment rendered against them for: fraud, embezzlement, theft, forgery, bribery, falsification or destruction of records, false statements, or tax evasion.	<input type="checkbox"/> YES <input type="checkbox"/> NO
16	The bidder does not have any judgments, claims, arbitrations or suits pending/outstanding against your company in which an adverse outcome would be material to the company.	<input type="checkbox"/> YES <input type="checkbox"/> NO
17	The bidder is not (now or in the past) been involved in bankruptcy or reorganized proceeding.	<input type="checkbox"/> YES <input type="checkbox"/> NO
18	The bidder certifies they comply with the laws of the State of Alaska.	<input type="checkbox"/> YES <input type="checkbox"/> NO
19	The bidder confirms their bid will remain valid and open for at least 90 days.	<input type="checkbox"/> YES <input type="checkbox"/> NO

\* Failure to answer or answering "False" may be grounds for disqualification. For any "False" responses, provide clarification (up to 250 word maximum for each "False" clarification) below **(add rows as necessary)**.

Number	Clarification

### CONFLICT OF INTEREST STATEMENT

Indicate below whether or not the firm or any individuals that will work 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 services to be provided by the bidder.

Does the bidder, or any individuals that will work on this contract, have a possible conflict of interest?

☐ YES ☐ NO

*\* Failure to answer may be grounds for disqualification.*

If "Yes", please provide additional information regarding the nature of that conflict:

### FEDERAL REQUIREMENTS

Indicate below all known federal requirements that apply to the bid, it's evaluation, or the resulting contract:

**ALASKA PREFERENCES**

If you wish to claim any Alaska Preferences, please complete the Alaska Bidder Preference Certification Form that follows the below signature section.

**SIGNATURE**

This bid must be signed by a company officer empowered to bind the company.

Printed Name

Title

Date

Signature



# ALASKA BIDDER PREFERENCE CERTIFICATION

## AS 36.30.321(A) / AS 36.30.990(2)

BUSINESS NAME: [Click or tap here to enter text.](#)

<b>Alaska Bidder Preference:</b> Do you believe that your firm qualifies for the Alaska Bidder Preference?	<input type="checkbox"/> YES <input type="checkbox"/> NO
<b>Alaska Veteran Preference:</b> 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.	
<b>1.</b>	<b>2.</b>
<b>3.</b>	<b>4.</b>
<b>5.</b>	<b>6.</b>

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 or proposal 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 or proposal per [AS 36.30.990\(2\)\(C\)](#)?  
☐ YES ☐ NO

If **YES**, please complete the following information:

#### A. Place of Business

Street Address: [Click or tap here to enter text.](#)

City: [Click or tap here to enter text.](#)

ZIP: [Click or tap here to enter text.](#)



**“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 at least one employee of the bidder, 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 at least one employee of the bidder 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 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 or proposals 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**: [Click or tap here to enter text.](#)

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: [Click or tap here to enter text.](#)

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 member by name: [Click or tap here to enter text.](#)

#### **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 [Click or tap here to enter text.](#) and all information on this form is true and correct to the best of my knowledge.

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

Title \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

# STATE OF ALASKA

Department of NAME

Division of NAME



## NOTICE OF INTENT TO AWARD A CONTRACT

THIS IS NOT AN ORDER

DATE ISSUED:

ITB NUMBER:

ITB SUBJECT:

PROCUREMENT OFFICER:

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

This is notice of the state's intent to award a contract. The figures shown below are a tabulation of the bids received with the apparent low bidder indicated. A bidder who wishes to protest this Notice of Intent must file the protest with the procurement officer within ten calendar days following the date of this notice. If the tenth day falls on a weekend or holiday, the last day of the protest period is the first working day following the tenth day. **The bidder identified below as being the lowest responsive and responsible bidder is instructed not to proceed until a contract award or other form of notice to proceed is given by the procurement officer.** If the bidder proceeds prior to receiving a contract award or other form of notice to proceed, the bidder does so without a contract and at their own risk. AS 36.30.365.

LEGEND:     @    =    AWARD TO BIDDER  
              YES   =    RESPONSIVE AND RESPONSIBLE BIDDER  
              NO    =    NON-RESPONSIVE OR NON-RESPONSIBLE BIDDER  
              ?     =    BID NOT EVALUATED BECAUSE THERE WAS A LOWER RESPONSIVE BID

<u>Bidder</u>	<u>Total Bid Price</u>	<u>Responsive</u>	<u>Award</u>

### SUMMARY

<b>CONTRACT AWARD</b>	<b>STATE OF ALASKA</b> Department of Public Safety Administrative Services 4805 Dr. Martin Luther King Junior Ave. Anchorage, Alaska 99507	<b>CONTRACT AWARD NUMBER</b>  <b>CXXXXX</b>												
ORDERING DEPARTMENT:	IRIS DOCUMENT ID #	DATE OF CONTRACT AWARD												
	COMMODITY CODE	AGENCY FUND CODING												
	DATE INITIAL CONTRACT BEGINS	DATE INITIAL CONTRACT ENDS												
<b>CONTRACTOR:</b>  Name:  Address:  Point of Contact:  Phone:	NOT TO EXCEED AMOUNT FOR LIFE OF THE CONTRACT	NUMBER & PERIOD OF RENEWAL OPTIONS												
	VENDOR NUMBER	ALASKA BUSINESS LICENSE NUMBER												
ISSUED IN ACCORDANCE WITH BID #:														
<b>NOTE:</b> This order constitutes a binding commitment between the State and the contractor listed hereon. Unauthorized modification without the expressed prior approval of the contracting authority will result in a financial obligation on the contractor and/or unauthorized State personnel making the change.														
<b>DESCRIPTION</b>														
I. The purpose of this contract is [brief description that references solicitation title] II. The terms and conditions of [ITB] #, Appendices, and Addendums are made part of this Contract Award. III. This contract includes the following renewal options, to be exercise solely at the discretion of the State: <table border="1" style="margin: 10px auto; width: 80%; border-collapse: collapse;"> <tr> <td style="padding: 2px;">Renewal Option #1</td> <td style="width: 15%;"></td> <td style="padding: 2px;">through</td> <td style="width: 15%;"></td> </tr> <tr> <td style="padding: 2px;">Renewal Option #2</td> <td></td> <td style="padding: 2px;">through</td> <td></td> </tr> <tr> <td style="padding: 2px;">Renewal Option #3</td> <td></td> <td style="padding: 2px;">through</td> <td></td> </tr> </table>			Renewal Option #1		through		Renewal Option #2		through		Renewal Option #3		through	
Renewal Option #1		through												
Renewal Option #2		through												
Renewal Option #3		through												
IV. Compensation for the initial contract term and each renewal option year shall not exceed the dollar amounts identified below: Initial Contract Term: \$ Renewal Option #1: \$ Renewal Option #2: \$ Renewal Option #3: \$  V.														
NAME AND TITLE OF PROCUREMENT OFFICER		SIGNATURE OF PROCURMENT OFFICER												
PHONE NUMBER: (907) 269-xxxx		PAGE 1												
<b>IMPORTANT:</b> 1. Contract Award number and Invoice Contact must appear on all invoices and documents relating to this order. 2. The State is registered for tax free transactions under Chapter 32, IRS Code; Registration No. 92-6001185. Items are for the exclusive use of the State and not for resale.														