

STATE OF ALASKA INVITATION TO BID (ITB)



SEWARD RURAL AIRPORT WINTER SERVICES ITB 2525C017

ISSUED 9/13/2024

The Department of Transportation and Public Facilities is soliciting bids for the Seward Rural Airport Winter Services, located in Seward Alaska.

IMPORTANT NOTICE: If you received this solicitation from the State of Alaska’s “Online Public Notice” web site, you must register with the procurement officer listed below 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.

<p>DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES</p> <p>DIVISION OF PROGRAM MANAGEMENT AND ADMINISTRATION</p> <p>PROCUREMENT OFFICER:</p> <p>JOEL BALZER Phone: 907-269-0867 Email: joel.balzer@alaska.gov</p>	<p>_____</p> <p>COMPANY SUBMITTING BID</p> <p>_____</p> <p>AUTHORIZED SIGNATURE</p> <p>_____</p> <p>PRINTED NAME</p> <p>_____</p> <p>DATE</p>	<p>Note: An Alaska Business License will be required prior to award. Out-of-State bidders must also comply with all corporate laws of the State of Alaska regarding performing business in the State.</p> <p>_____</p> <p>E-MAIL ADDRESS</p> <p>_____</p> <p>ALASKA BUSINESS LICENSE NUMBER</p> <p>_____</p> <p>VENDOR TAX ID NUMBER</p>
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SECTION 1. INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE ITB

This Invitation to Bid (ITB) is intended to result in a contract for the Seward Rural Airport Winter Services, located in Seward Alaska. for the Department of Transportation & Public Facilities.

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 **2:00PM** Alaska Time on **9/24/2024**, 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

No specific minimums have been set for this ITB.

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 prior to 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 SITE INSPECTION

N/A

SEC. 1.08 RETURN INSTRUCTIONS

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

Department of Transportation & Public Facilities
Central Region Procurement Supply & Services
Attention: **Joel Balzer**
Invitation to Bid (ITB) Number: **2525C017**
ITB Title: **SEWARD RURAL AIRPORT WINTER SERVICES**
2200 E. 42nd Avenue, Room 110
Anchorage, Alaska 99508

If submitting a bid via email, the entire bid may be emailed to dotcrprocurement@alaska.gov and must contain the ITB number in the subject line of the email. The **maximum** size of a single email (including all text and attachments) that can be received by the state is **10mb (megabytes)**. If the email containing the bid exceeds this size, the bid must be sent in multiple emails that are each less than 10 megabytes and each email must comply with the requirements described above.

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

It is the bidder's responsibility to contact the issuing agency at **907-269-0811** to confirm that the bid has been received. The state is not responsible for unreadable, corrupt, or missing attachments.

SEC. 1.09 ASSISTANCE TO BIDDERS WITH A DISABILITY

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

SEC. 1.10 AMENDMENTS TO BIDS

Amendments to or withdrawals of bids will only be allowed if acceptable requests are received prior to the deadline that is set for receipt of bids, in accordance with 2 AAC 12.140. No amendments or withdrawals will be accepted after the deadline unless the delay is due to an error of the contracting agency, in accordance with 2 AAC 12.160.

SEC. 1.11 AMENDMENTS TO THE ITB

If an amendment is issued 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. 1.12 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 Time.

ACTIVITY	TIME	DATE
Issue Date / ITB Released		9/13/2024
Site Visits		N/A
Deadline for Receipt of Bids / Bid Due Date	2:00 PM	9/24/2024
Bid Evaluations Complete		9/25/2024
Notice of Intent to Award		9/25/2024
Contract Award		10/8/2024

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

SEC. 1.13 ALTERNATE BIDS

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

SEC. 1.14 SUPPORTING INFORMATION

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. 1.15 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

See **Attachment D**.

SEC. 2.02 CONTRACT TERM

The length of the contract will be from October 15, 2024, through April 15, 2025, with the option to renew for **three (3)** additional one (1) year terms. Renewals are to be exercised solely by the State of Alaska.

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

SEC. 2.03 CONTRACT TYPE

This contract is a **Firm Fixed Price** contract.

SEC. 2.04 PAYMENT FOR STATE PURCHASES

Payment for agreements under \$500,000 for the undisputed purchase of goods or services provided to a state agency, will be made within 30 days of the receipt of a proper billing or the delivery of the goods or services to the location(s) specified in the agreement, whichever is later. A late payment is subject to 1.5% interest per month on the unpaid balance. Interest will not be paid if there is a dispute or if there is an agreement that establishes a lower interest rate or precludes the charging of interest.

Any single contract payments of \$1 million or higher must be accepted by the contractor via Electronic Funds Transfer (EFT).

SEC. 2.05 PROMPT PAYMENT FOR STATE PURCHASES

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

SEC. 2.06 CONTRACT ADMINISTRATION

The administration of this contract is the responsibility of the Project Manager **Jeremy Thompson 907-266-0767**.

SEC. 2.07 CONTRACT PRICE ADJUSTMENTS

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

Contract prices, as bid, are to remain firm through the initial period of the contract. Thereafter, contract prices may only be adjusted at the time of contract renewal. The adjusted contract price shall be computed as follows:

1st renewal period – the current contract amount times a factor of 1.03, and each subsequent renewal period – the current, adjusted contract amount times a factor of 1.03.

CONTRACT PRICE ADJUSTMENTS: *The contractor may request a Percentage Price Increase adjustment, in writing, 30 days prior to the contract renewal date. If a contractor fails to request a Percentage Price Increase adjustment 30 days prior to the renewal date, the adjustment will be effective 30 days after the state receives their written request.*

Said price increase may not, under any circumstances, exceed the current contract amount times a factor of 1.03 for the preceding 24 months. No retroactive contract price adjustments will be allowed.

SEC. 2.08 CONTRACT PERFORMANCE LOCATION

The state **WILL NOT** provide workspace for the contractor. The contractor must provide its own workspace.

By signature on their bid, the bidder certifies that all services provided under this contract by the contractor and all subcontractors shall be performed in the United States.

If the bidder cannot certify that all work will be performed in the United States, the bidder must contact the procurement officer in writing to request a waiver at least 10 days prior to the deadline for receipt of bids.

The request must include a detailed description of the portion of work that will be performed outside the United States, where, by whom, and the reason the waiver is necessary.

Failure to comply with these requirements may cause the state to reject the bid as non-responsive or cancel the contract.

SEC. 2.09 THIRD-PARTY FINANCING AGREEMENTS NOT ALLOWED

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

SEC. 2.10 SUBCONTRACTORS

Subcontractors may be used to perform work under this contract. If a bidder intends to use subcontractors, the bidder must identify in the bids the names of the subcontractors and the portions of the work the subcontractors will perform.

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. 2.11 JOINT VENTURES

Joint ventures will not be allowed.

SEC. 2.12 RIGHT TO INSPECT PLACE OF BUSINESS

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

SEC. 2.13 F.O.B. POINT

N/A

SEC. 2.14 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES

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

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

SEC. 2.15 EQUIPMENT INSPECTION

See scope of work.

SEC. 2.16 NEW EQUIPMENT

See scope of work.

SEC. 2.17 REMANUFACTURED/RECONDITIONED EQUIPMENT

See scope of work.

SEC. 2.18 LEMON CLAUSE

N/A

SEC. 2.19 DISCONTINUED ITEMS

N/A

SEC. 2.20 LIQUIDATED DAMAGES

N/A

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

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 state will use the estimated use numbers for evaluation and award of the ITB but does not guarantee any minimum or maximum quantity/service.

SEC. 2.26 WARRANTY

N/A

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 **\$1,000,000** 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

See attachment B.

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 BID BOND – PERFORMANCE BOND – SURETY DEPOSIT

N/A

SEC. 3.03 PRICES

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

SECTION 4. EVALUATION AND CONTRACTOR SELECTION

SEC. 4.01 EVALUATION OF BIDS

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

SEC. 4.02 APPLICATION OF PREFERENCES

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

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

- Alaska Military Skills Program Preference – AS 36.30.321(l)
- 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 MILITARY SKILLS PROGRAM PREFERENCE

An Alaska Military Skills Program Preference of 2%, not to exceed \$5,000, will be applied to the price in the proposal. The preference will be given to an offeror who qualifies under AS 36.30.990(2) as an Alaska bidder and:

- a) Employs at least one person who is currently enrolled in, or within the previous two years graduated from, a United States Department of Defense SkillBridge or United States Army career skills program for service members or spouses of service members that offers civilian work experience through specific industry training, pre-apprenticeships, registered apprenticeships, or internships during the last 180 days before a service member separates or retires from the service; or
- b) has an active partnership with an entity that employs an apprentice through a program described above.

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 Military Skills Program Preference Certification

In order to receive the Alaska Military Skills Program 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. 4.06 USE OF LOCAL FOREST PRODUCTS

In a project financed by state money in which the use of timber, lumber and manufactured lumber is required, only timber, lumber and manufactured lumber products originating in this state from Alaska forests shall be used unless the use of those products has been determined to be impractical, in accordance with AS 36.15.010 and AS 36.30.322.

SEC. 4.07 LOCAL AGRICULTURAL AND FISHERIES PRODUCT PREFERENCE

When agricultural, dairy, timber, lumber, or fisheries products are purchased using state money, a seven percent (7%) preference shall be applied to the price of the products harvested in Alaska, or in the case of fisheries products, the products harvested or processed within the jurisdiction of Alaska, in accordance with AS 36.15.050.

SEC. 4.08 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. 4.09 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. 4.10 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. 4.11 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. 4.12 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. 4.13 METHOD OF AWARD

Award will be made to the lowest responsive and responsible bidder. To be considered responsive, bidders must bid on all items.

SEC. 4.14 CONTRACTOR SELECTION PROCESS

N/A

SEC. 4.15 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

N/A

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 SERVICE CONTRACT DEFICIENCIES

The contractor's failure to provide a service required by this contract will be grounds for the state to issue a Service Deficiency Claim (SDC) to the contractor. The SDC will be provided to the contractor in writing. The contractor will advise the state, in writing, of the corrective action being taken.

If a deficiency is not corrected within 7.5 working hours from the time it is issued, the state may issue another SDC and procure, from another contractor, the services necessary to correct the problem. The contractor will then be obligated to reimburse the state for the amount required to correct the problem.

If a contractor gets more than two substantiated SDCs in a 30-day period or a total of five substantiated SDCs in a 90-day period, it will be grounds for the state to declare the contractor in default.

SEC. 5.19 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. 5.20 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. 5.21 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. 5.22 CONTRACT CANCELLATION

- 1) The state reserves the right to cancel the contract at its convenience upon **30** calendar days written notice to the contractor. The state is only liable for payment in accordance with the payment provisions of this contract for supplies or services provide before the effective date termination.
- 2) By signature on their bid, the bidder certifies that they will not support or participate in a boycott of the State of Israel. Failure to comply with this requirement may cause the state to reject the bid as non-responsive or cancel the contract.

SEC. 5.23 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. 5.24 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. 5.25 FEDERALLY IMPOSED TARIFFS

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

- **Notification of Changes:** The contractor must promptly notify the procurement officer in writing of any new, increased, or decreased federal excise tax or duty that may result in either an increase or decrease in the contact price and shall take appropriate action as directed by the procurement officer.

- **After-imposed or Increased Taxes and Duties:** Any federal excise tax or duty for goods or services covered by this contract that was exempted or excluded on the contract award date but later imposed on the contractor during the contract period, as the result of legislative, judicial, or administrative action may result in a price increase provided:
 - a) The tax or duty takes effect after the contract award date and isn't otherwise addressed by the contract.
 - b) The contractor warrants, in writing, that no amount of the newly imposed federal excise tax or duty or rate increase was included in the contract price, as a contingency or otherwise.
- **After-relieved or Decreased Taxes and Duties:** The contract price shall be decreased by the amount of any decrease in federal excise tax or duty for goods or services under the contract, except social security or other employment [taxes](#), that the contractor is required to pay or bear, or does not obtain a refund of, through the contractor's fault, negligence, or failure to follow instructions of the procurement officer.
- **State's Ability to Make Changes:** The state reserves the right to request verification of federal excise tax or duty amounts on goods or services covered by this contract and increase or decrease the contract price accordingly.
- **Price Change Threshold:** No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

SEC. 5.26 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.

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, or another method that provides evidence of receipt.

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

SECTION 6. ATTACHMENTS

SEC. 6.01 ATTACHMENTS

Attachments:

- 1) Attachment A Bid Schedule
- 2) Attachment B Bid Submission Cover Sheet
- 3) Attachment C Alaska Bidder Preference Certification Form
- 4) Attachment D Scope of Work

ATTACHMENT A

BID SCHEDULE

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE QTY X UNIT =
1	AIRPORT WINTER SERVICES TERM = October 15 through April 15	6	MONTH	\$	\$

BIDDER'S INFORMATION:

 Company Name

 Contact Name

 Mailing Address

 Phone Number

 City, State, Zip

 Fax Number
BIDDERS RESPONSE CHECK LIST:

- Complete and submit Page 1 of the ITB
- All Mandatory Return Amendments (if applicable)
- Bid Schedule Attachment A
- Bid Submission Cover Sheet Attachment B
- Attachment C Alaska Bidder Preference Certification Form

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

ATTACHMENT B

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:

[Empty text box for providing additional information regarding the nature of the conflict]

FEDERAL REQUIREMENTS

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

[Empty text box for listing federal requirements]

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 FORM

AS 36.30.321 (A) / AS 36.30.990 (2)

Solicitation Number	
Project Description	
Business Name	
Alaska Business License Number	

A signed copy of this form must be included with your bid or proposal no later than the deadline set for receipt of bids or proposals.

If you are submitting a bid or proposal as a **JOINT VENTURE**, all members of the joint venture must complete and submit this form before the deadline set for receipt of bids or proposals. [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.

SIGNATURE

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

Printed Name:	
Title:	
Date:	
Signature:	

Alaska Bidder Preference: Do you believe your firm qualifies for the Alaska Bidder Preference?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Alaska Veterans Preference: Do you believe your firm qualifies for the Alaska Veteran Preference?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Alaska Military Skills Program Preference: Do you believe your firm qualifies for the Alaska Military Skills Program Preference?	<input type="checkbox"/> Yes <input type="checkbox"/> No

To qualify for and claim the **Alaska Bidder Preference** you must answer **YES** to all questions in the Alaska Bidder Preference Question section below:

Alaska Bidder Preference Questions

1	Does your business hold a current Alaska business license per AS 36.30.990(2)(A)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2	Is your business submitting a bid or proposal under the name appearing on the Alaska Business license identified above? Per AS36.30.990 (2)(B)?	<input type="checkbox"/> Yes <input type="checkbox"/> No

ATTACHMENT A

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)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
---	--	--

If the answer to question 3 is YES, complete the following:

Physical Place of Business Address	
City	
Zip Code	

“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 the Place of Business identified above meets this definition?	<input type="checkbox"/> Yes <input type="checkbox"/> No
--	--

Per AS 16.05.415(a) per 2AAC 12.990(b)(7), the bidder or offeror, or at least one employee of the bidder or offeror must be a resident of the state?

1	Do you certify the bidder or offeror, or, at least one employee of the bidder or offeror is physically present in the state with the intent to remain in Alaska indefinitely and to make a home in the state per AS 16.05.415(a)(2)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2	Do you certify the resident(s) used to meet this requirement has maintained a domicile in Alaska for the 12 months immediately preceding the deadline set for receipt of bids or proposals per AS 16.05.415(a)(2)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3	Do you certify the resident(s) used to meet this requirement is only claiming residency in Alaska per AS 16.05.415(a)(3)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4	Do you certify the resident 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)?	<input type="checkbox"/> Yes <input type="checkbox"/> No

Per AS 36.30.990(2)(D), is your business:

1	Incorporated or qualified to do business under the laws of the state?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If yes, enter the current Alaska Corporate Entity Number:		

Indicate below how your business is organized:

1	Is your business a Sole Proprietorship and the Proprietor is a resident of the state?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2	Is your business a Limited Liability Corporation organized under AS 10.50 and ALL members are residents of the state?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If the answer to question 2 above is YES, please identify each member by name:		
3	Is your business a partnership under former AS32.05, AS32.06, or AS32.11 and all partners are residents of the state?	<input type="checkbox"/> Yes <input type="checkbox"/> No

ATTACHMENT A

If the answer to question 3 above is YES, please identify each partner by name:

Alaska Veterans Preference Questions:

To qualify for and claim the Alaska Veteran Preference, you must answer **YES** to the below questions as well as answer **YES** to all the questions in the Alaska Veteran Preference section above.

Per AS36.30.321(F), is your business:

1	A sole proprietorship owned by an Alaska veteran?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2	A partnership under AS32.06 or AS32.11 and a majority of the members are Alaska veterans?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3	A limited liability company organized under AS10.50 and a majority of the members are Alaska veterans?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4	A corporation that is wholly owned by individuals, and a majority of the individuals are Alaska veterans?	<input type="checkbox"/> Yes <input type="checkbox"/> No

Per AS36.30.321(F)(3), an "Alaska veteran" is defined as an individual who:

- A. Served in the:
- Armed forces of the United States, including a reserve unit of the United States armed forces ; or
 - Alaska Territorial Guard, The Alaska Army National Guard, the Alaska Air Nations Guards, or the Alaska Naval Militia; and,
- B. Was separated from services under a condition that was not dishonorable.

4	Do you certify the individual(s) indicated in items 1-4 above meet this definition and can provide documentation of their service and discharge in necessary?	<input type="checkbox"/> Yes <input type="checkbox"/> No
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Alaska Military Skills Program Preference Questions

To qualify for and claim the Alaska Military Skills Program Preference, you must answer **YES** to the below questions as well as answer **YES** to all the questions in the Alaska Bidder Preference section above.

Per 36.30.321(I), does your business:

1	Employ at least one person who is enrolled in, or within the past two years, graduated from, a United States Department of Defense SkillBridge or United States Army career skills program that offers civilian work experience through specific industry training, pre-apprenticeships, registered apprenticeships, or internships during the last 180 days before a service member separates or retires from the service; or	<input type="checkbox"/> Yes <input type="checkbox"/> No
2	Have an active partnership with an entity that employs an apprentice through a program described in item 1 above?	<input type="checkbox"/> Yes <input type="checkbox"/> No

SCOPE OF WORK

The work shall consist of routine Snow and Ice Control and maintenance at the Seward Airport (SWD). This includes the removal of snow and ice from all Alaska Department of Transportation and Public Facilities owned snow and removal equipment building, roadways, and other areas located on airport property, unless otherwise designated.

During the course of this agreement and in accord with the terms of this contract, the Contractor will coordinate with and take direction from the Airport Manager or his/her designee. **JD Boyle 907-382-0466 and Rob Smith 907-953-6733**

CONTRACT WORK AREA

All state runways, taxiways, aprons, safety areas, state access roads, lighting systems, segmented circles, and wind cones at the Seward Airport. It is the Contractor's responsibility to contact the Airport Manager to clarify the work area boundaries. Attached is a work diagram illustrating the areas.

CONTRACT PERIOD

The contract period will cover the anticipated winter season from **October 15, 2024, to April 15, 2025.**

SERVICE PERIOD

The Contractor shall perform all duties necessary to maintain and operate the Seward Airport during the Contract. The airport shall be kept accessible throughout the winter season, unless an emergency or routine maintenance prevents the airport from being open. To the greatest extent practical, the Contractor is to provide that level of performance, which will insure the safe movement and convenient use of the airport by the public. The runway is to remain operational in the event of an emergency or MEDIVAC. The Airport Manager must provide contractor contact information to all MEDIVAC companies. The contractor will be the primary point of contact, and the Airport Manager is secondary.

CONTRACTOR AND EMPLOYEE QUALIFICATION

Contractor, subcontractors, and all employees must be capable and experienced and/or have the skills/ability to perform in the operation of heavy equipment and airport operations. The Contractor shall submit a list of personnel who will be operating the equipment. At any time, the Department reserves the right to require the Contractor, subcontractors, and all employees demonstrate skills/ability to successfully operate the State equipment prior to operating equipment. The Department reserves the option to conduct an equipment operation test of any person operating the State equipment prior to award to determine competency. The Department reserves the right to require the removal of any worker from the work area whom it deems incompetent, insubordinate, or otherwise objectionable.

EQUIPMENT

The Contractor shall contact the Airport Manager or District Superintendent to inquire about the use of existing Department equipment, at this location, that is available for the Contractor's use to perform the required airport maintenance. All State furnished equipment shall be used for the sole purposes of performing this contract in accordance with the contract work areas. The Contractor shall exercise a high standard of care of all State equipment. Working equipment is paramount for the execution of this contract. The Department reserves the right to terminate the contract for failure to comply or damage beyond normal wear and tear to any equipment.

REPRESENTATIVE

The Contractor or a competent Representative will always be available to the job site during the period of the contract. A competent representative must be empowered to act for the Contractor and must be fluent in both written and spoken English to adequately perform the contracted services. The Contractor shall furnish and update as appropriate a telephone number of dependable means by which the Contractor or his authorized representative can be contacted within a reasonable length of time in order to respond to an unusual condition or accident at the airport. If the Contractor has a representative to perform daily inspections, the Contractor (principal officer) must personally perform one on-site inspection every two- (2) weeks from November 1 to April

30. Failure to do so may result in the termination of the contract. When the Contractor absents himself from his normal place of business, so as to make himself unavailable to the Department, the Contractor shall, prior to absents himself, provide the Airport Manager with the business and/or personal telephone numbers of a competent/qualified person who has full authority to act for the Contractor in the conduct of this contract.

AUTHORITY OF AIRPORT MANAGER

The Airport Manager or his/her designees shall address any public comment or concern, which may arise as to the quality and acceptability of work performed. The Airport Manager shall decide whether each concern or comment shall be addressed by the contractor.

INSPECTION OF WORK

During the contract period, all parts or detail of work shall be subject to inspection by the Airport Manager or his/her designee. The Airport Manager shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

DEFECTIVE WORK (DAMAGE AND PROTECTION)

Deficiencies in the work observed during inspection of the facility by the Department will be brought to the Contractor's attention by written notification. The Contractor shall, at its own expense, immediately remedy and correct any defect in its work when the defect is brought to the Contractor's attention, whether by written notice from the Department or otherwise. The Contractor must coordinate with the Airport Manager and obtain approval of all replacement materials to ensure system compatibility and conformance to specifications. If the Contractor fails to correct a deficiency within the time set forth by the Airport Manager, the Department may terminate the contract and/or obtain the contract services from other sources and hold the Contractor responsible for any excess costs occasioned thereby and may deduct these costs from any payments due the Contractor. If the Department determines the Contractor has presented a hazardous situation that could result in injury to the public and/or Department employees, the Department may immediately correct the deficiency at the Contractor's expense, using either Department employees or a private contractor, and may deduct the costs incurred from moneys owed the Contractor.

PAYMENTS

The Department reserves the right to withhold payment for contractual services of the Contractor and/or all subcontractors or employees who fail to attend all required training.

Payments to the Contractor by the Department for services provided under the terms of this contract will be based on monthly statements submitted by the Contractor to the Airport Manager. The statement will be due no later than the tenth (10) calendar day of each month following the end of the month.

Hour meter reading, equipment/license number and type of equipment for each piece of equipment shall be included with each monthly statement. The spaces for fuel used and estimated fuel remaining shall be completed on each monthly statement. Payment will not be processed without this information.

The Department reserves the right to withhold payment of contractual services from the Contractor and/or all subcontractors or employees who perform any unauthorized alterations to State property or equipment to pay for repairs to reinstate to the original condition.

CONTRACTOR RESPONSIBILITIES

WORK OUTLINE: The Contractor shall be responsible for the services described below unless the Airport Manager modifies the scope of work through written direction. The Contractor shall make a reasonable attempt to contact the Airport Manager at least once weekly to report current conditions and status. This may be done via email, telephone or fax.

DAILY INSPECTION SERVICES:

The Contractor shall conduct daily inspections of the airport and roadway(s). During these inspections, the

Contractor shall maintain a written list noting items that require repair, cleaning, or replacement. This list will be used as a reference when notifying the Airport Manager of issues or conditions beyond the Contractor's capability to control. It will be up to the discretion of the Airport Manager to decide what the Contractor is able to repair.

The Contractor must be familiar with the location of all usable aircraft tie-downs provided by the State. This familiarity ensures that the Contractor can promptly and efficiently make these tie-downs available upon reasonably coordinated requests.

The primary purpose of these daily inspections and the Contractor's familiarity with the airport environment is to ensure the Contractor can work safely and effectively within the airport's operational parameters.

Any discrepancies requiring state maintenance support shall be reported to the Airport Manager as soon as possible.

Operation of lighting systems and/or reflective cones, broken or burned out or missing equipment. If four lights in a row or eight lights total are inoperative and cannot be repaired and/or replaced, the Contractor will contact the Airport Manager in order to enable the issue an appropriate Notice to Airman (NOTAM) placing the airport lighting system out of service.

TRASH REMOVAL:

The Contractor shall provide, as needed, trash removal at the airport. Trash/debris shall be collected and removed from the airport and roadway property. Trash shall be disposed of at the nearest local sanitary landfill approved for disposal of garbage. The Contractor shall not allow trash to accumulate on State Property

The Contractor shall participate with any type of local community recycling program and dispose of materials accordingly.

SUPPLY AND EQUIPMENT STORAGE:

Department-owned storage space may be available for storage of Department-owned equipment, materials, and supplies used in the performance of this contract only. Items other than those owned by the Department shall not be stored Department Building without written consent of the Airport Manager. The Contractor shall always maintain all building spaces in a neat and orderly manner

All State-owned equipment shall be kept inside of the Snow Removal Equipment Building (SREB) at all times when not in use; no other equipment shall be permitted or allowed inside the SREB without written consent from the Airport Manager. Prior to parking inside the SREB, all equipment shall be cleared of excess snow and debris. If the airport has a heated equipment storage building or SREB, the contractor shall conserve heating fuel in the heating fuel storage tanks. To conserve energy and fuel, thermostat settings shall be kept between 40 and 50 degrees to keep the equipment at operating condition level. The Department shall fill the fuel storage tanks with the required heating fuel. This will normally be accomplished at the beginning of each contract year unless otherwise specified by the Airport Manager. If the Contractor requires additional fuel, the Contractor shall notify the Airport Manager. The Contractor shall maintain the storage space in a neat and orderly manner at all times. If equipment is not in use for extended periods, heaters shall be turned off to conserve heating fuel. If the SREB is equipped with a thermostat and a timer relay, the Contractor shall not alter the thermostat, timer or circuit in any way without prior written approval from the Airport Manager.

The Contractor shall not use any electrical heating devices for heating the interior of the SREB. The use of portable electric heaters consumes valuable resources and could result in a fire. The Department will hold the Contractor responsible for any excess electrical costs related to the use of electric heating and may deduct these costs from any payments due the Contractor.

The Contractor shall not use the electrical equipment room for storage. Storage of equipment, supplies, tools etc. inside the electrical equipment room is prohibited.

PRE-EXISTING DAMAGE: The Contractor shall perform an initial inspection of all Department buildings, lighting systems, tanks and equipment associated with this contract for pre-existing damage. The Contractor shall document identified damage and submit the list to the Department Representative within one (1) week of contract activation

WINTER MAINTENANCE

Airport: The Contractor shall begin snow and ice control efforts at a time no later than when two (2) inch of snow or one half (1/2) inch of slush that have accumulated on runway, taxiway or apron surfaces, in accordance with FAA Advisory Circular 150/5200-30D. In all cases, the Contractor shall begin snow removal efforts with sufficient time to allow completion of normal snow removal on the runway, taxiway and apron surfaces before the first scheduled air carrier flight departure or arrival, which the airport manager will provide. Snow drifts and berms will not be allowed to develop on the airport's aircraft movement areas (inside the edge lights or cones) unless the storm is so severe that reasonable efforts to remove snow are not possible, at which time, snow removal operations may cease until the storm subsides to the point where snow removal efforts are possible. If such a condition develops, the Contractor will immediately contact the Airport Manager.

Airfield Clearing Priorities.

Since all aircraft movement surfaces cannot be cleared simultaneously, the most critical areas must be attended to first with other areas taken care of in their order of importance. However, Department has the right to change priority level of assets. The following prioritized areas to be cleared of snow and ice are based on safety requirements, flight schedules, and operational routes of traffic:

Priority 1

All FAA requests must be made through the Airport Manager. Areas involving runways 13/31 and 16/34, including their primary taxiways and apron, require prompt attention to prevent or correct signal interference caused by snow accumulation. Requests to the FAA for snow removal around airfield NAVAIDs shall be directed through the Airport Manager and assigned priority 1 upon receipt.

Priority 2

Secondary taxiway and other apron areas.

The face of all signs and runway lights should be kept clear of snow at all times and should be checked frequently during snow removal operations to ensure they are both visible and operational.

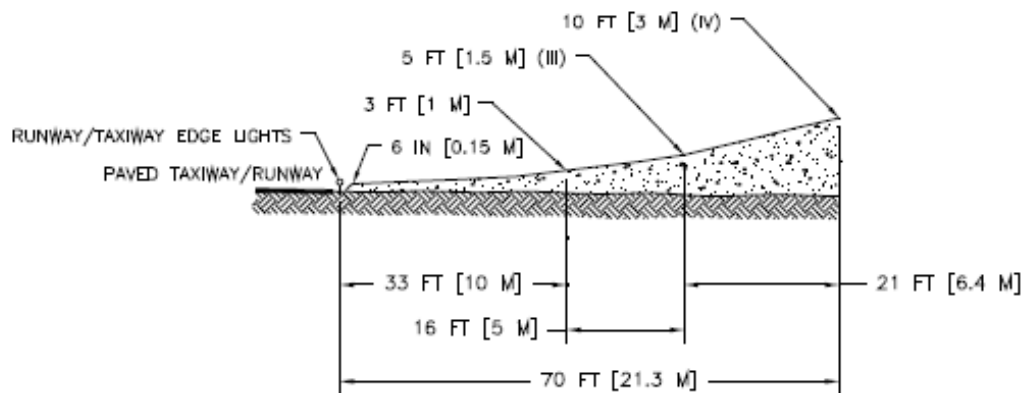
Priority 3

Removal of any snowbanks from taxiways or ramps, other perimeter roads.

Priority 4

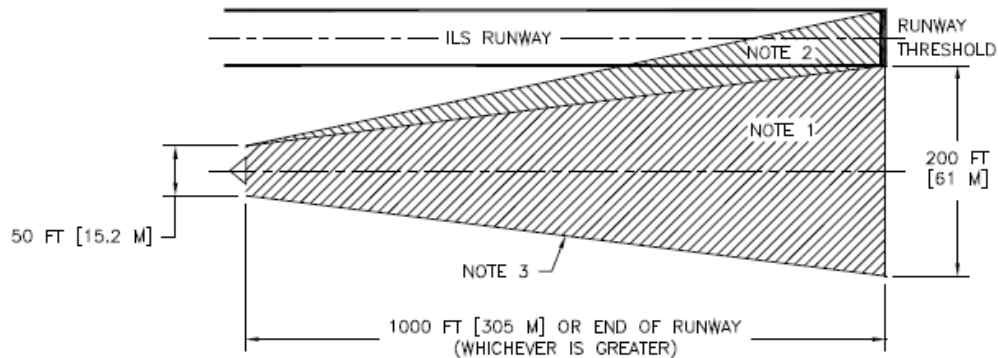
The height of a snow bank on the area adjacent to a runway, taxiway, or apron should be reduced if necessary to a height that provides wing overhang clearance and precludes operational problems caused by ingestion of ice into turbine engines or propellers striking the banks. The SNOW HEIGHT CHARTS (below) show the desired maximum snow height profile that generally should be obtained. This profile should be checked for the most demanding airplanes used at the airport to ensure that props, wing tips, etc., do not touch the snow when the aircraft tires are at the edge of the full strength pavement. During air carrier aircraft operations, the contractor shall contact the Airport Manager to provide necessary information for a NOTAM describing the size and location of snow banks not meeting the profile minimums to be published after each snow event. It is advisable, whenever personnel and equipment resources permit, to reduce profile heights as much as possible in order to facilitate safe positioning of snow banks during future snow control operations. Areas for disposal of large amounts of snow may vary depending on space available, prevailing winds, etc. Snow removal crews and tenants who remove snow shall coordinate with the Airport Manager, who shall establish snow storage areas as necessary.

Note: A five foot snow bank must be at least 49 feet outside the runway/taxiway edge lights



NAVAIDs

PAPIs/VASIs are cleared as needed thru the course of normal snow removal operations.



NOTES:

1. CATEGORY I GLIDE SLOPE SNOW CLEARANCE AREA.
2. CATEGORY II AND III GLIDE SLOPE SNOW CLEARANCE AREA. THE AREA DEPICTED UNDER NOTE 1 SHALL ALSO BE CLEARED.
3. THE DEPTH OF SNOWBANKS ALONG THE EDGES OF THE CLEARED AREA SHALL BE LESS THEN 2 FEET.

ACTION TAKEN	SNOW DEPTH		
	SBR <6 IN [15 cm] NR. CECS <18 IN [45 cm]	SBR 6 TO 8 IN [15 TO 20 cm] NR. CECS 18 TO 24 IN [45 TO 60 cm]	SBR >8 IN [20 cm] NR. CECS >24 IN [60 cm]
SNOW REMOVAL (SEE ABOVE FIGURE)	REMOVAL NOT REQUIRED RESTORE FULL SERVICE AND CATEGORY.	ILS CATEGORY I REMOVE SNOW 50 FT [15M] WIDE AT MAST WIDENING TO 200 FT [60M] WIDE AT 1000 FT [300M] OR END OF RUNWAY TOWARD MIDDLE AMRKER. ILS CATEGORIES II AND III AS ABOVE PLUS WIDEN THE AREA TO INCLUDE A LINE FROM THE MAST TO THE FAR EDGE OF RUNWAY THRESHOLD.	
NO SNOW REMOVAL	RESTORE FULL SERVICE AND CATEGORY.	ALL CATEGORIES RESTORE TO CATEGORY I SERVICE. CATEGORY D AIRCRAFT MINIMA RAISED TO LOCALIZER ONLY. TYPICAL NOTAM TEXT: "DUE TO SNOW ON THE IXXX (APPROPRIATE IDENTIFER) GLIDE SLOPE, MINIMA TEMPORARILRY RAISED TO LOCALIZER ONLY FOR CATEGORY D AIRCRAFT" IF APPLICABLE, "CATEGORY II NA"* OR "CATEGORY II/III NA".	ALL CATEGORIES APPROACH RESTRICTED TO LOCALIZER ONLY MINIMA. TYPICAL NOTAM TEXT: "DUE TO SNOW ON THE IXXX (APPROPRIATE IDENTIFER) GLIDE SLOPE, MINIMA TEMPORARILRY RAISED TO LOCALIZER ONLY.

* NA (NOT AUTHORIZED)

Figure 4-2. ILS CAT I and CAT II/III Snow Clearance Area Depth Limitations

Priority 5

General snow removal cleanup, such as opening drainage ditches, cosmetic appearances, etc.

Airfield Clearance Times.

Except for extreme weather events, the Seward Airport will strive to clear Priority 1 areas in 2 hours.

Note: The Airport Manager or their DOT&PF designee are the only ones authorized to issue NOTAMS directly to the FAA's Flight Service Station (FSS). The Contractor shall contact the Airport Manager to relay information needed for NOTAM issuance.

Runway(s) and taxiway(s) shall be plowed free of loose snow full width and length. Snow must be plowed to the outside of the Runway Safety Area (RSA). All berms and piles shall be tapered (leveled) off to the outside edges of the RSA(s). Snowbanks will be placed off the sides of the runway and not on the threshold/ends of the runway(s).

Apron(s) will be plowed free of loose snow. Snow control on apron(s) will begin after the runway(s) and taxiway(s) have been plowed.

Once runway, taxiway and apron snow control has begun, snow and ice will be removed to the greatest extent reasonably possible. If ice cannot be removed or scarified enough to provide a reasonably safe surface for aircraft, the Contractor shall immediately notify the Airport Manager.

Loose snow must be removed from around the threshold lights, segmented circle, wind cones, runway lights, precision approach path indicators (PAPI), visual approach slope indicators (VASI) and/or reflectors using caution to avoid damaging or destroying these fixtures. Snow/frost will be cleaned from lights, signs, segmented circle panels, and threshold markers daily as necessary. Snow may need to be removed by hand in these areas if there is any possibility of mechanical damage to the items above. Snow and ice will be cleared from areas around the PAPIs and VASIs as not to block the signal.

After snow control efforts are completed, all equipment will be returned to the SREB. For airports that are not equipped with a SREB, the equipment shall be moved clear of areas where equipment will not create a hazard to operating aircraft.

Roadways:

Snow plowing operations will begin on roads only after airport snow control efforts have been completed.

Snow control on roads need not begin until four (4) inches of loose snow has accumulated on the surface. Once roadway snow control has begun, snow and ice will be removed to the greatest extent reasonably possible.

Roads should be passable, provide adequate traction and remain free of berms or other hazards.

SIGNS, LIGHTS, MARKERS, & REFLECTORS: The Department is responsible for the initial placement of windsocks, threshold markers, runway lights, reflectors, and signs. The Contractor will be responsible for replacing any damaged, missing, or burnt out items of this type in accordance with the Attachment C – Lighting / Visual Aids. Light lens **MUST** be replaced with the same color and style as the original.

Runway and taxiway lighting repairs by the contractor will be limited to those items on the lights above ground level unless there is direct coordination with the Airport Manager and consultation with an electrician.

The Contractor will request from the Airport Manager any materials necessary to repair or replace these items. The Department will provide these materials unless the damage is due to negligence on part of the Contractor. In the event these items are damaged by the Contractor negligence, the Contractor will replace these items at no additional cost to the Department.

During the Contractor's routine inspections, any of these items needing repair will be marked on the inspection checklist.

Maintenance of State Equipment:

Only persons authorized by the Airport Manager shall operate State furnished equipment. The Contractor shall assure all State furnished equipment is used only for airport and airport access road maintenance associated with this contract. Maintenance of DOT&PF rural airport equipment is coordinated by the State Equipment Fleet (SEF). Contractor should have the contact information for the local SEF technician and make contact info available to all operators. The Contractor will comply with the following:

Contractor shall assure a proper walkaround inspection of the equipment shall be performed prior to operating equipment. A checklist shall be provided by the Airport Manager and completed for pre operation walkaround inspections. Any deficiencies should be reported as soon as possible to the Airport Manager.

Check coolant, hydraulic system, battery, air filter gauge, DEF and oil levels before starting equipment to be certain that all are in the recommended operating range.

The equipment will be greased a minimum of once per week when being used. Fluid reservoirs that can be checked via dipstick, site-glass, or cap removable by hand should be checked for proper levels. Contractor should not check fluid levels of sealed components with fill/drain plugs.

All frames (swing frames) must be cleaned of all debris after each use.

All vertical exhaust pipes (stacks) must be protected with rain caps or kept covered when the equipment is not being operated. The Contractor will contact Airport Manager or SEF for repair.

The Contractor shall provide all hand tools for performing routine operator required equipment maintenance on Department supplied equipment. Department crews with appropriate tools will be sent to the site to accomplish maintenance and repairs.

The Department shall furnish all necessary fuel, Diesel Exhaust Fluid (DEF), oil, other lubricants, antifreeze and associated filters for use on all Department supplied equipment.

Contractor shall be aware of equipment needing Diesel Particulate Filter Regeneration procedures, DEF, and its proper use and storage. This pertains primarily to equipment model years 2014 and newer, but could exist on equipment as old as 2010. Contact your SEF technician for proper regen procedures. DEF level should be checked and filled as needed before operation.

Equipment shall not be operated in temperatures colder than -30° Fahrenheit unless an emergency condition necessitates. The Contractor shall immediately notify the Airport Manager.

Equipment should be started and attain proper running temperature prior to use. Once in operation, the Contractor shall not allow equipment to idle for more than one minute in temperatures greater than 20°F and 10 minutes with temperatures less than 20°F in winter. Equipment shall not be allowed to idle in warm weather.

The Contractor shall inspect equipment after each use to determine whether maintenance or repair is necessary. If maintenance or repair is necessary, the Contractor shall report the issues to the Airport Manager and/or SEF representative.

Runway Conditions and Closure Procedures: Before beginning snow removal, the Contractor shall contact the Airport Manager to issue a NOTAM. When the work is completed, the NOTAM shall be canceled by contacting the Airport Manager.

Before entering the runway, the Contractor shall make a "blind" radio transmission on the appropriate Common Traffic Advisory Frequency (CTAF) to announce his intentions. For example: "Seward Traffic, State Maintenance Grader entering runway 16/34 for snow removal. All traffic please advise." After completing his work operation on the runway, he will make a subsequent "blind" notice of his departure. While on the runway, the Contractor shall announce the "blind" notice any time traffic is heard on the radio.

If at any time the Contractor determines the runway is unsafe for use by aircraft, he shall immediately contact the Airport Manager by the quickest means possible to inform them of the unsafe conditions.

Accident at the Airport: If there is an aircraft accident, vehicular accident, any other accident or incident on the airport, the Contractor shall notify the Airport Manager immediately. If the contractor is on scene at the time of a major accident, the contractor shall do the following:

(1) In the event a major accident occurs where serious injuries, or fatalities are involved, the Contractor will attempt to rope off the immediate area of the accident in an effort to keep unauthorized persons away. The Contractor will attempt to prevent persons from entering the accident area, except for law enforcement officers, local rescue and medical personnel, National Transportation and Safety Board (NTSB) representatives, State Division of Risk Management, and DOT&PF representatives.

(2) The Contractor shall provide as much information as possible to the Airport Manager concerning the accident. It is imperative that the weather and runway conditions be noted at the time of the accident. Photographs shall be taken of the aircraft accident, the surrounding area, and any scattered pieces of wreckage. Pictures shall be taken from eight (8) different directions, to provide a perspective of the accident from all viewpoints.

The Airport Manager will assist the Contractor in completing any DOT&PF furnished accident report forms.

If a spill of any petroleum products including oils, fuels, lubricants, or solvents occurs on State property, the Contractor is responsible for assessing and containment of the spill and immediately notifying the Alaska Department of Environmental Conservation at (907) 269-3063 in Anchorage during normal business hours and (800) 478-9300 outside normal business hours in accordance with AS 46.03.755 and 18 AAC 75 Article 3 and the Alaska Department of Transportation representative. The Contractor shall cordon off any spill site, photograph the area, and prepare a written statement of the event as soon after the event as practicable. The Contractor shall complete the Alaska Department of Environmental Conservation Oil & Hazardous Substances Spill Notification Form located at <https://dec.alaska.gov/spar/ppr/spill-information/reporting/> and fax to (907) 269-7648 and to the Alaska Department of Transportation representative.

In the event the Contractor, Contractor's Representative, subcontractors, or any employee causes a spill of fuel or other contaminants, the Contractor is responsible for reporting, containing, and cleanup of the spill. When failure to take proper care or coordination (negligence), all costs associated with the cleanup of the spill, and any remediation that results from the spill shall be at no additional cost to the Department.

Electricity:

Where Department furnished electricity is not available, the Contractor will be responsible for providing electrical power for pre-heating State equipment during winter months. The Contractor would supply a power source with a minimum of 2,000 watts/120 volts to plug in and pre-heat each piece of equipment. Typical plug in devices are transmission pad heater, oil pan heater, block (coolant) heater, battery charger (maintainer).

The Contractor shall be responsible for the judicious use of electricity whether it is Department or Contractor furnished at the airport SREB(s). Lights will remain off outside of the standard operating times for the airport unless there is an emergency.

Vandalism:

The Contractor will, to the best of its ability, protect any State assigned equipment, building or any other asset from damage or vandalism and promptly inform the Airport Manager and local law enforcement of any such occurrence.

Traffic Flow:

The Contractor will perform the required services to assure a minimum amount of interference with aircraft or vehicle operations.

Use of Station Materials:

The Contractor will be responsible for the judicious use of State supplied materials, supplies and parts shipped to the station.

Other Employment:

The Contractor, if an individual, shall perform this work as an independent Contractor. If the independent Contractor has other employment, they shall submit in writing that this other employment shall not interfere and/or distract from performing work on this contract.

Other Equipment Used or Leased by Contractor:

Unless authorized in advance by the Department, if the Contractor leases any equipment from third parties for the performance of this contract, the Contractor will be solely responsible for reimbursement of any expense or liability associated with the rental agreement.

Work performed by the Contractor Beyond Scope of Contract:

Any additional services performed by the Contractor, which require additional compensation, must be approved in writing by the Department, and signed by the Airport Manager prior to commencement of any work.

Training

The Contractor, any approved subcontractor, or approved employee shall be responsible for attending all Airport training when notified of such training by the Airport Manager. When training occurs away from the airport, all travel expenses will be paid by the Department.

State Assets

It shall be the Contractor's responsibility to protect all State assets. The Contractor shall ensure all assets are secure when unattended or not in use.

DEPARTMENT RESPONSIBILITIES:**Airport Manager:**

The Department will assign a representative who will be available, during reasonable time periods, in order to provide coordination and direction to the Contractor concerning matters related to the terms and conditions of this contract.

NOTAMs:

Notice to Airmen (NOTAM), are advisory messages distributed to airport users by the FAA regarding airport conditions that may be hazardous. NOTAMs must be issued by the airport operator. When advised by the Contractor of hazardous conditions, the Airport Manager will endeavor to issue a NOTAM describing the condition. However, due to the remote nature of the Airport, lack of continual monitoring and unreliable communication facilities, it is often difficult to assure that NOTAMs are published for all conditions. Therefore, the Department will assure that a notice is continually published within the "Chart Supplement Alaska" which advises pilots to use caution when operating into the airport due to the frequent lack of surveillance for airport hazards. Pilots will also be advised to provide their own airport condition inspections before operating at the airport.

NOTE: The Airport Manager is the only authorized representative to issue NOTAMs directly to the FAA Flight Service Station (FSS).

State Provided Materials:

Unless otherwise required to be supplied by the Contractor under "Contractor Responsibilities," the Department will provide all parts, materials, and items needed for the Contractor's use when performing work under the terms of this contract. This includes all necessary fuel, oil, other lubricants, antifreeze and associated filters for use on all State supplied equipment.

Work beyond the Contractor's Capabilities:

The Department will be responsible for repair and maintenance of items beyond the Contractor's scope of ability as specified under "Contractor Responsibilities."



Seward Airport Work Area Map

Rural Airport Winter Maintenance

Scope of Work:

1. Red Represents Runway and Runway Safety Areas, Yellow represents Taxiway and Taxiways Safety Areas, Green represents Apron (or commonly referred as RAMP).
2. Magenta represents access road, and Blue represents Snow Storage