

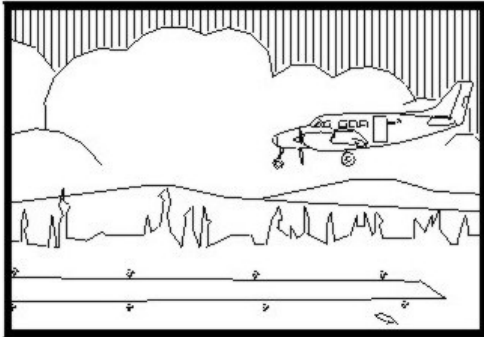
# INVITATION TO BID

## MAINTENANCE & OPERATIONS

### SPECIFICATIONS & BID DOCUMENTS

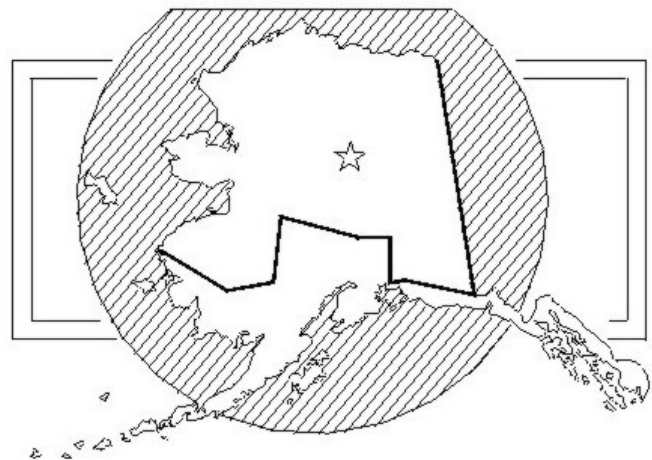
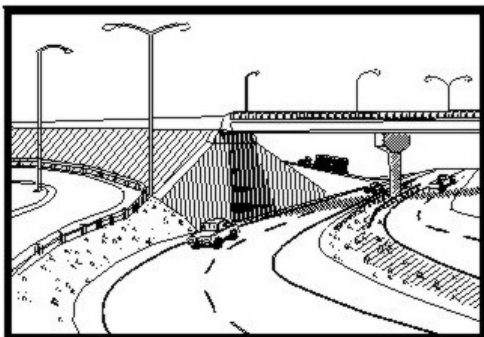
PROJECT: Rural Airport Maintenance Contract – Kaltag Airport, Kaltag Alaska

ITB: 2525N040



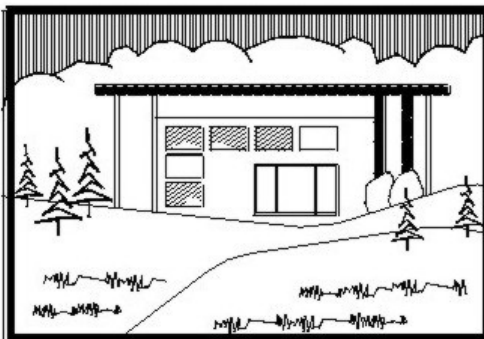
# STATE OF ALASKA

Department of Transportation  
And Public Facilities



Northern Region

DATE: November 13, 2024



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**REQUEST FOR QUOTATION**

**Reference Project No: 2525N040**

**Date: 11/13/2024**

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**Name and Location of Project:**

Rural Airport Maintenance  
Kaltag Airport  
Kaltag, Alaska 99788

**Department or Agency:**

State of Alaska  
Department of Transportation and Public Facilities  
Supplies and Services

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**Procurement Officer:** Leisha Rice, Northern Region

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**Issuing Office:** Supplies & Services, 2301 Peger Road, Fairbanks Alaska 99709

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**Description of Work:** The work shall consist of routine summer and winter maintenance of all runways, taxi-ways, aprons. State-owned equipment and State-owned buildings located on the airport facility, in accordance with the contract specifications.

**Contract Period:** July 1 through June 30, 2025

**Service Period:** From Date of award, through June 30, 2025 for the initial year with the option to renew for three (3), one (1) year renewable options under the same Terms and Conditions. Renewals to be exercised solely at the State's discretion.

**Proposal's Exceeding:** \$55,000.00 per service period may be deemed non-responsive.

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Sealed bids, in single copy for performing all work required for the above project are hereby invited. **Bids will be opened publicly at 10:00 AM Alaska Standard time, at 2301 Peger Road, Fairbanks, Alaska, on November 25, 2024.**

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**SUBMISSION OF BIDS**

ALL BIDS INCLUDING ANY AMENDMENTS OR WITHDRAWALS MUST BE RECEIVED PRIOR TO BID OPENING. BIDS SHALL BE SUBMITTED ON THE FORMS FURNISHED AND MAY BE IN A SEALED ENVELOPE MARKED OR EMAILED AS FOLLOWS:

**YOUR ADDRESS & PHONE NUMBER**

**Project Name & Number:**

Rural Airport Maintenance Services

Kaltag, Alaska

ITB Number: 2525N040

State of Alaska

Department of Transportation

& Public Facilities

2301 Peger Road

Fairbanks, Alaska 99709-5399

Bids, amendments or withdrawals may be submitted by hand delivered, mailed in a sealed envelope, or emailed. Confidentiality can only be assured for sealed quotes. Bids transmitted by mail must be received at the above-specified address no later than the scheduled time of bid opening. Hand delivered amendments or withdrawals must be received by the Procurement Officer listed on this ITB, prior to the scheduled time of bid opening. E-mail communications must be addressed to Leisha Rice at [leisha.rice@alaska.gov](mailto:leisha.rice@alaska.gov).

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25D-7N  
04/90

The Department hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this Invitation, Disadvantaged Business Enterprises (DBEs) will be afforded full opportunity to submit bids and will not

be discriminated against on the grounds of race, color, national origin or sex in consideration for an award.

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### NOTICE TO BIDDERS

Bidders are hereby notified that data to assist in preparing bids is available as follows:

The Contractor is hereby notified that all records pertaining to the development of this project are available for inspection at the Department of Transportation and Public Facilities, Supplies and Services, 2301 Peger Road, Fairbanks, AK 99709.

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Plans and Specifications may be obtained upon request from:

Department of Transportation & Public Facilities  
2301 Peger Road  
Supply & Services Section  
Fairbanks, Alaska 99709-5399  
[leisha.rice@alaska.gov](mailto:leisha.rice@alaska.gov)

Phone: (907) 451-5102

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All questions concerning bidding procedures should be directed to the Procurement Officer.

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Bidders requesting assistance, either in viewing the project or obtaining pre-bid information, must make arrangements at least 48 hours in advance with the Project Manager:

**Northern Region Denali District Superintendent  
Department of Transportation & Public Facilities  
2301 Peger Road  
Fairbanks, AK 99709  
Phone: (907) 451-5280**

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### REQUIRED FOR BID

Bids may not be considered if the following documents are not completely filled out and submitted at the time of bid opening:

1. Proposal Form, (prices are to be entered on this document and page 2 **must** be signed).
2. Contractor's Questionnaire
3. Contract Technical Specifications– ***Each page of the Contract Technical Specifications Shall be initialed by the Contractor showing that they have read, understand and will comply with the terms of the contract. If this document is not fully initialed your bid may be deemed non-responsive and rejected.***

25D-7N  
04/90

**NORTHERN REGION MAINTENANCE & OPERATIONS  
AIRPORT MAINTENANCE**

**INSTRUCTIONS TO BIDDERS**

1. SPECIAL INFORMATION

A. Location: Kaltag Airport, Kaltag, Alaska

B. Equipment: Equipment at this location shall be: State Furnished.

C. Job Site Visit: Bidders are strongly encouraged to visit the work site(s) prior to the scheduled bid opening to inform themselves of all conditions under which work is to be performed.

2. Bidders are requested to carefully review this invitation. Questions, objections or comments should be made in writing and received by the Procurement Officer no later than ten (10) days prior to the Bid Opening, so that any necessary amendments may be published and distributed to bidders to prevent the opening of a defective bid upon which award cannot be made, but which will result in the exposure of bidders' prices. Bidders' pretests based upon any omission, or errors, or the content of the Request for Quote may be disallowed if not made known prior to the Bid Opening.

Do not put the bid number and opening date on the envelope if you are requesting bid information. Envelopes with bid numbers will not be opened until the scheduled date and time. Do not include in the envelope any bids for other work.

3. Pursuant to AS 36.30.560 and AS 36.30.565 an interested party may protest award of this contract. The protest shall be filed with the Procurement Officer in writing and include the following information:

- (1) Name, address and telephone number of the protester;
- (2) The signature of the protester or the protester's representative;
- (3) Identification of the Procurement agency and the solicitation or contract at issue;
- (4) A detailed statement of the legal and factual grounds of the protest, including copies of relevant documents;
- (5) The form of relief requested.

The protest must be filed within 10 days after a notice of Intent to Award the contract is issued.

#### 4. PREPARATION OF BIDS

- A. Bidders are instructed to use the attached bid forms for submitting bids. Bids shall be submitted on the forms furnished or copied thereof, and must be manually signed in ink. If erasures or other changes appear on the forms, each such erasure or change must be initialed by the person signing the proposal. The bidder shall specify in form proposal a price in figures.
- B. Conditional or alternative bids will be rejected as non-responsive.
- C. Bids, amendments or withdrawals may be submitted by hand delivered, e-mailed or mailed in a sealed envelope. Confidentiality can only be assured for sealed quotes

#### 5. BIDDERS QUALIFICATIONS

Before a bid is considered for award, the bidder may be requested by the Department to submit a statement of facts, in detail, as to Bidder's previous experience in performing comparable work, the Bidder's business and technical organization, financial resources, and equipment available to be used in performing the contemplated work.

Prior to award of the contract, a State representative may inspect the equipment the Bidder proposes to use in fulfilling his obligations under the contract. If, at the discretion of the inspector, the equipment is determined to be inadequate to perform the contract, the Bidder shall be given a five (5) day correction period to repair or replace the equipment and to be re-inspected. Failure after the second inspection will result in rejection of the bid and award will be made to the next lowest bidder, subject to inspection as stipulated above.

The Department reserves the right to disqualify a bidder or refuse to issue a proposal for any of the following reasons:

- A. Uncompleted work of a bidder which, in the judgment of the Department, might hinder or prevent the prompt completion of additional work if awarded.
- B. Failure to pay, or satisfactorily settle, all bills due for labor and material on previous contracts in force at the time of issuance of proposals.
- C. Failure to comply with any qualification requirements of the Department.
- D. Default under previous contracts, or fraud or dishonesty in the performance of previous contracts.

- E. Unsatisfactory performance on previous work.
- F. Failure to reimburse the State for monies owed on any previous contracts.
- G. More than one bid for the same work from an individual, firm, or corporation under the same or different name.
- H. Evidence of collusion among bidders. Participants in such collusion will receive no recognition as bidders for any future work of the Department until any such participant shall have been reinstated as a qualified bidder.

Nothing contained in this section shall deprive the Department of its discretion in the matter of determining the lowest responsive, responsible bidders.

#### 6. SUBMISSION OF BIDS

All bids including any amendments or withdrawals must be received prior to bid opening. Bids shall be submitted on the form furnished and must be in a sealed envelope marked and addressed as follows:

#### **YOUR ADDRESS AND PHONE NUMBER**

#### **Kaltag Airport Maintenance**

Bid Number: **2525N040**

Bid amendments or withdrawals may be submitted by hand delivered or mailed in a sealed envelope. Confidentiality can only be assured for sealed quotes. Bids transmitted by mail must be received at the above specified address no later than the scheduled time of bid opening. E-mail communications must be addressed to **Leisha Rice** at [leisha.rice@alaska.gov](mailto:leisha.rice@alaska.gov).

#### 7. ADDENDA REQUIREMENTS

The bid documents provide for acknowledgement individually of all addenda to the invitations and/or specifications on the signature page or the Proposal. All addenda shall be acknowledged on the Proposal or by facsimile prior to the scheduled time of Bid Opening.

Every effort will be made by the Department to ensure that Plan holders receive all addenda when issued. Addenda will be sent to the address of the individual or company requesting proposal and Contract documents. Failure of a Bidder to acknowledge receipt of any addenda could result in the rejection of their proposal.

8. RECEIPT AND OPENING OF BIDS

- A. All bids, including any amendment or withdrawal, must be received by the Department prior to the scheduled time of Bid Opening. Any bid, amendment, or withdrawal which has not been actually received by the Department prior to the time of the scheduled bid opening will not be considered.
- B. No responsibility will attach to any officer or employee for the Department for the premature opening of, or failure to open a bid improperly addressed or identified.
- C. The Department reserves the right to waive any technicality in bids received when such waiver is deemed by the Procurement Officer to be in the best interest of the State.

9. WITHDRAWAL OF BIDS

Bids may be withdrawn by written or facsimile request received from a bidder prior to the time fixed for opening. Negligence on the part of the bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.

10. REJECTION OF BIDS

The Department reserves the right to reject any and all bids when such rejection is deemed by the Procurement Officer to be in the best interest of the State; to reject the bid of a bidder who has previously failed to perform properly, or complete on time, contract of a similar nature; to reject the bid of a bidder who is not, in the opinion of the Procurement Officer, in a position to perform the Contract; and to reject a bid as non-responsive where the bidder fails to furnish the required documents listed on the Required Document Page, fails to complete required documents in the manner directed, makes unauthorized alterations to the bid documents, or is otherwise determined to be an unqualified bidder.

11. AWARD OF CONTRACT

- A. The Notice of Intent of Award, if the Contract is to be awarded, will be issued to the lowest responsive, responsible, and qualified bidder as soon as practical and usually within 10 calendar days after opening of proposals.
- B. All bidders will be notified of the Department's Intent to Award the Contract and the successful Bidder will be requested to execute certain documents, including, but not limited to, the Contract form.

- C. The Contract will be awarded to the successful bidder following receipt by the Department of all required documents, properly executed, within the time specified in the Intent to Award. Failure to enter into a Contract within the time specified in the Intent to Award shall be grounds for forfeiture of the bid security (if required) and consideration of the next bidder for award.
  - D. For the purpose of award, offers made in accordance with this Invitation for Bids shall be good and firm for a period of Ninety (90) days from the date of bid opening.
12. Pursuant to AS 36.30.115(a) prior to the close of business on the fifth working day after the apparent low bidder has been identified in the notice of intent to award, the apparent low bidder must complete the Subcontractor List provided in this invitation and submit it to the Department. If the apparent low bidder does not intend to subcontract any work on this contract, a statement to that effect is required prior to the due date of the list. Failure to submit the list with all required information by the due date shall result in the bidder being declared non-responsible.

A Bidder may replace a listed Subcontractor who:

- (1) Fails to comply with AS 08.18;
- (2) Files for bankruptcy or becomes insolvent;
- (3) Fails to execute a contract with the Bidder involving performance of the work for which the Subcontractor was listed and the Bidder acted in good faith;
- (4) Fails to obtain bonding, if required;
- (5) Fails to obtain insurance acceptable to the Department, if required;
- (6) Fails to perform the Contract with the Bidder involving work for which the Subcontractor was listed;
- (7) Must be replaced in order for the prime Contractor to satisfy required State and/or Federal affirmative action requirements;
- (8) Refuses to agree or abide with the Bidder's labor agreement; or
- (9) Is determined by the Procurement Officer not to be responsible.

A bidder who attempts to circumvent the requirements of AS 36.30.115 by listing as a subcontractor another who, in turn sublets the majority of the work required under the contract violates AS 36.30.115.

If the contract is awarded to a bidder who violates this section, the Procurement Officer may:

- (1) cancel the contract; or
- (2) after notice and a hearing, assess a penalty on the bidder in an amount that does not exceed 10 percent of the value of the subcontract at issue.

## REQUIRED DOCUMENTS

### Required for Bid

Bids will not be considered if the following documents are not completely filled out and submitted at the time of bidding.

1. Proposal Form, (prices are to be entered on this document and **page 2 must be signed**).
2. Contractor's Questionnaire
3. Contract Technical Specifications— **Each page of the Contract Technical Specifications Shall be initialed by the Contractor showing that they have read, understand and will comply with the terms of the contract. If this document is not fully initialed your bid may be deemed non-responsive and rejected.**

### Required for Award

In order to be awarded the contract, the successful bidder must completely fill out and submit the following documents within the time specified in the Notice of Intent to Award:

1. Alaska Business License
2. Copy of current Insurance Certificate (may be waived).

**CONTRACTOR'S QUESTIONNAIRE**

**PROJECT NAME:** Rural Airport Maintenance Contract, Kaltag, Alaska

**BID NUMBER:** 2525N040

Contractor shall provide complete and adequate information to the questions set forth below, to facilitate a determination of responsiveness and responsibility.

Contractors are to use supplemental pages if needed, to provide complete responses to the questions asked. General statements such as "As Required" or "As Needed" are NOT considered complete or adequate responses.

All information is considered essential, and failure to provide a response may be justification for rejection of the bid.

1. Name of Firm: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Location Address: \_\_\_\_\_

Business Telephone Number: \_\_\_\_\_

Email: \_\_\_\_\_

Type of Business: (Check One)

\_\_\_\_\_ Sole Owner

\_\_\_\_\_ Partnership

\_\_\_\_\_ Joint Venture

\_\_\_\_\_ Corporation  
(Membership Organization)

2. List all principals in the company and their work experience in the performance of Airport Maintenance Services:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**NOTE: FAILURE TO COMPLETE ALL ITEMS MAY BE JUSTIFICATION TO REJECT BID.**

CONTRACTOR'S QUESTIONNAIRE (Continued)

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3. Is Airport Maintenance Services a Full Time \_\_\_\_\_ or a Part Time \_\_\_\_\_ business of the Bidder? (Check One)

4. Airport Maintenance Contracts presently being performed by the Bidder:

Contract Description \_\_\_\_\_

Reference Contact \_\_\_\_\_ (Required); Telephone No. \_\_\_\_\_ (Optional)

Contract Description \_\_\_\_\_

Reference Contact \_\_\_\_\_ (Required); Telephone No. \_\_\_\_\_ (Optional)

Contract Description \_\_\_\_\_

Reference Contact \_\_\_\_\_ (Required); Telephone No. \_\_\_\_\_ (Optional)

All other Contracts performed by the Bidder during the past two years:

Contract Description \_\_\_\_\_

Reference Contact \_\_\_\_\_ (Required); Telephone No. \_\_\_\_\_ (Optional)

Contract Description \_\_\_\_\_

Reference Contact \_\_\_\_\_ (Required); Telephone No. \_\_\_\_\_ (Optional)

Contract Description \_\_\_\_\_

Reference Contact \_\_\_\_\_ (Required); Telephone No. \_\_\_\_\_ (Optional)

5. List of Equipment owned and to be dedicated to this Contract:

<u>Item</u>	<u>Age</u>	<u>Condition</u>	<u>Number Required</u>
(Example: JD 450 Crawler Tr.	3 yrs.	Good, Reconditioned, 6 mo ago	1 each)

NOTE: FAILURE TO COMPLETE ALL ITEMS MAY BE JUSTIFICATION TO REJECT BID.



<h1 style="margin: 0;">PROPOSAL</h1>		ITB NO. <b style="font-size: 1.2em;">2525N040</b>		
		DATE OF BID		
NAME AND ADDRESS OF CONTRACTOR		CHECK APPROPRIATE BOX  <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Incorporated in the State of <input type="checkbox"/> Joint Venture		
DEPARTMENT OR AGENCY: State of Alaska, Department of Transportation and Public Facilities				
CONTRACT FOR (Work to be performed): The routine summer and winter maintenance of all runways, taxiways, aprons, State-owned equipment and State-owned buildings located on the airport facility, in accordance with the Contract Specifications.				
LOCATION: Kaltag, Alaska				
<u>Description</u>	<u>Unit of Measure</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Extended Price</u>
Rural Airport Maintenance Services	Monthly	6	\$ _____	\$ _____
<p>The Undersigned has read the foregoing proposal and hereby agrees to the conditions stated therein by affixing his signature below:</p> <p><b>STATEMENT OF WORK:</b> The Contractor shall furnish all labor, and if required, equipment and materials, and perform the work above described for the amount stated above in strict accordance with the specifications and conditions all of which are made a part hereof and designated as follows:</p> <p><b>SERVICE PERIOD:</b> July 1 - June 30, 2025</p> <p><b>CONTRACT PERIOD:</b> Date of award 2024, through June 30, 2025 for the initial term, with the option to renew under the same Terms and Conditions for three (3) additional one (one) year renewal options solely at the discretion of the State</p> <p><b>PROPOSALS EXCEEDING:</b> \$55,000.00 per service period may be deemed non-responsive.</p> <p><b>PROJECT MANAGER:</b> Frances Law  <b>PHONE:</b> (907) 451-5205  <b>EMAIL:</b> <a href="mailto:frances.law@alaska.gov">frances.law@alaska.gov</a></p>				
CONTRACT EFFECTIVE DATE:		CONTRACT EXPIRATION DATE: June 30, 2025		

**THIS SECTION MUST BE COMPLETED BY VENDOR**

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Company Name \_\_\_\_\_

Address: \_\_\_\_\_

Phone\Fax \_\_\_\_\_

Email: \_\_\_\_\_

Alaska Business  
License: \_\_\_\_\_

Vendor Tax ID: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

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#### INSTRUCTIONS

1. The full name and business address of the Contractor must be inserted in the space provided on the face of the form. The Contractor shall sign in the space provided above with his usual signature and typewrite or print name under all signatures to the contract and bonds.
2. An officer of a corporation, a member of a partnership, or an agent signing for the Contractor shall place his signature, typed or printed name, and title after the word "By" under the name of the Contractor. A contract executed by an attorney or agent on behalf of the Contractor shall be accompanied by two authenticated copies of his power of attorney, or other evidence of his authority to act on behalf of the Contractor.

**NORTHERN REGION MAINTENANCE & OPERATIONS  
AIRPORT MAINTENANCE CONTRACT**

**GENERAL PROVISIONS & TECHNICAL SPECIFICATIONS**

**(I) INTENT OF CONTRACT**

The intent of the contract is to provide all duties necessary to maintain the Kaltag Airport during the term of this contract. Work may consist of routine summer and winter maintenance as specified in the scope of this contract by a Department of Transportation Representative which includes but not limited to airport area maintenance, preventative maintenance on Department owned equipment, building structures, roadways and bridges 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 Department Representative or his/her designee for the area identified within this contract. This is an integrated contract between the Department and the Contractor. This contract may only be amended by a change order solely initiated by the State of Alaska. This contract is severable, if one provision of this contract is found to be unenforceable; it shall not relieve the Contractor from performing all other provisions of this Contract.

**(II) CONTRACTOR CONFORMITY**

Each page of the Contract Technical Specifications must be initialed by the Contractor showing that they have read, understand and will comply with the terms of the contract. Any page that is not initialed shall be addressed with the Contractor for verification that an error was not made. If the Contractor refuses to initial any page of these specifications this may be cause for the Department to reject the bid.

**(III) ALTERATION OF WORK AND QUANTITIES**

AKDOT reserves the right to make alterations of work and quantities as necessary or desirable to complete the work originally intended in an acceptable manner. Alterations of work and quantities that are within the original scope of the contract shall be covered by "Change Orders".

Should the alteration of work not be part of the original scope of work, such excess altered work shall be covered by a Supplemental Agreement. The Contractor and the Department Representative shall agree on a cost for the excess altered work. If the Contractor and the Department are unable to agree on a unit adjustment, the AKDOT reserves the right to make other arrangements for its completion.

**(IV) EXTRA WORK**

Should the contract require the Contractor to perform an item of work for which no basis of payment has been provided in the original contract, previously issued change orders or supplemental agreements, the same shall be called Extra Work. Extra Work that is within the general scope of the contract shall be covered by written change order. Change orders for such extra work shall contain agreed unit prices for performing the change order work in accordance with the requirements specified in the order.

Extra work that is necessary for acceptable completion of a project, but is not within the original scope of work shall be covered by a Supplemental Agreement. Any claim for payment of extra work that is not covered by a change order or a supplemental agreement shall be rejected by AKDOT.

**(V) CONTRACT WORK AREA**

All runways, Department access roads, bridges, parking aprons, taxiways, lighting systems, wind cones and Department buildings within the airport boundaries. It is the Contractor's responsibility to contact the Airport Manager (Department Representative) to clarify the work area boundaries.

**(VI) CONTRACT PERIOD**

The Contract period shall be from **Date of Award through June 30, 2025, with the option to renew for three (3) additional one (1) one-year renewal options solely at the discretion of the Department.**

**(VII) SERVICE PERIOD**

The Contractor shall perform all duties necessary to maintain and operate the **Kaltag Airport** during the Service Period of **June 1 through June 30th**. The airport shall be kept accessible **7 days a week, 12 months per year**, 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 and convenient use of the airport by the public.

**(VIII) CONTRACTOR AND EMPLOYEE QUALIFICATION**

Contractor, subcontractors, and all employees shall be capable and experienced in operation of heavy equipment and preferably have some type of aviation background. This experience can either be work experience at an airport and/or a pilot's license. The Contractor shall submit a list of qualified personnel who will be operating equipment. **All personnel will be required to pass a verbal and operational test prior to operating equipment on the airport.** The Department reserves the right to require the removal of any worker from the work area whom it deems incompetent, insubordinate, or otherwise objectionable.

**(IX) REPRESENTATIVE**

The Contractor or a competent Representative will be available to the job site at all times 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 and answering machine or a reliable message phone number by which the Contractor or his authorized Representative can be contacted in order to respond to an unusual condition or accident at the airport. The Contractor/Representative will respond to the Department Representative within 4 hours of any answering machine and or /messages received. If the Contractor has a Representative to perform daily maintenance, the Contractor (principal officer) must personally perform one on-site inspection every two- (2) weeks during the service period, and with a record of the inspections submitted to the Airport Manager. Failure to do so may result in the termination of the contract. When the Contractor absents himself from his normal place of business, the Contractor shall, prior to absenting himself, provide the Department Representative with the business and/or personal telephone numbers of a competent person who has full authority to act for the Contractor in the conduct of this contract. **The Contractor shall make a reasonable attempt to contact the Airport Manager or his designee at least once per day to report current conditions and status. This may be done via email, telephone or fax.**

**(X) AUTHORITY OF DEPARTMENT REPRESENTATIVE**

The Department Representative or his/her designees shall address any and all questions which may arise as to the quality and acceptability of work performed. The Department Representative shall decide on all questions, which may arise as to the interpretation of the specifications or plans relating to the work, and the fulfillment of the contract on the part of the Contractor.

**(XI) INSPECTION OF WORK**

All materials and each part or detail of work shall be subject to inspection by the Department Representative or his/her designee. The Department Representative 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.

**(XII) DEFECTIVE WORK (DAMAGE AND PROTECTION)**

Deficiencies in the work observed during inspection of the facility by the Department Representative or his/her designee will be brought to the Contractor's attention by written departmental notification. If, in the discretion of the Department, the Contractor has presented a hazardous situation that could result in injury to the public and/or Departmental Employee, the Department reserves the right to immediately correct the deficiency, using the most expedient method available (Department employee or private Contractor), and deduct the costs incurred from monies owed the Contractor. Should the Department be forced to hire outside forces all costs will be deducted from the Contractor payments. The Contractor shall, at his own expense, remedy and correct any defect in his work or in articles which he provides in connection with the defect as it is brought to his attention. He shall, without additional cost to the Department, make good and be fully responsible for all injury or damage to persons or property, which may result from his fault or negligence or that of his employees. This includes damages resulting from the use of materials and equipment or from workmanship which is inferior, defective, or not in accordance with the terms and conditions of this contract. If the Contractor fails to meet the above requirements and fails to correct such deficiency within the time set forth by the Department Representative, the Department may terminate the contract and/or obtain the contract services from other sources and hold the original Contractor responsible for any excess costs and deduct these costs from any payments due the Contractor.

**(XIII) EXCLUSION**

- A. Work stipulated in this contract is not required on State land, which is leased to another party. When such areas are under the control of a lessee, the lessee is responsible for maintaining all aircraft maneuvering surfaces on the leased property.
- B. No work is required for the repair of radio operated electrical devices, with the exception of fuse replacement, circuit breaker resetting, and bulb replacement.

**(XIV) BUSINESS LICENSE REQUIREMENT**

Prior to award of the contract the low bidder must show evidence of holding a valid Alaska business license and any necessary applicable professional licenses required by Alaska Statute. Bids must be submitted under the name as appearing on the person's current Alaska business license in order to be considered responsive. Offerors should contact the Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing, P. O. Box 110806, Juneau, Alaska 99811-0806, for information on these licenses. Acceptable evidence of an Alaska Business License is:

- Canceled check for the business license fee;
- Copy of the business license application with a receipt date stamp from the State of Alaska business license office;
- Receipt form the State of Alaska business license office for the license fee;
- Copy of the bidder's valid business license;
- Sworn notarized affidavit that the bidder has applies and paid for a business license.

**(XV) TERMINATION**

**A.** The Department may terminate the contract by giving seven (7) days' notice to the Contractor if:

- (1.)** The Contractor fails to comply with the terms of this contract. In this event, the Contractor shall forfeit the performance bond, if required.
- (2.)** The Contractor fails to begin work under this contract within the time specified in the contract documents.
- (3.)** The Contractor fails to conduct and record the on-site inspections as defined in this contract.
- (4.)** The Contractor performs this work in an unsuitable manner or discontinues the prosecution of said work as defined in this contract.
- (5.)** The Contractor performs this work in an unsafe manner placing any parties involved in this contract at risk.
- (6.)** The Contractor makes an assignment for the benefit of creditors without the consent of the Procurement Officer.
- (7.)** The Contractor fails to attend training courses as directed by the Department unless specifically excused by the Department Representative.
- (8.)** The Contractor disregards Regulatory Requirement of any public body having jurisdiction at Airport location.
- (9.)** The Contractor allows any assessed final judgment to stand unsatisfied for a period of 60 days.
- (10.)** The Contractor fails to conduct themselves in a professional and courteous manner when interacting with the public or Department Representative.

**B.** The Department may terminate this contract in writing by providing thirty (30) days' notice, at any given time, if the funding for the contract, as allocated by the Alaska Legislature, is insufficient for continuation of the contract. This Contract is contingent upon funding of the Department's Operating Budget.

**C.** The Contractor may terminate the contract by giving thirty (30) days written notice to the Department Representative, with no penalty or forfeiture of performance bond, if one is required.

**D.** The Contractor will forfeit the performance bond, **if required**, if the Contractor ceases providing the services required in accord with the terms of this contract, unless the Contractor has provided the Department with a written thirty (30) days termination notice and continued to perform the required services during the thirty (30) day period.

**E.** The Department may terminate the contract in whole or in part for the convenience of the Department.

**F.** If there is any damage, waste, theft and etc. by the Contractor or knowingly allows such activities, the contract may be immediately terminated by the Department. Examples are, but not limited to, damage beyond normal wear and tear to any equipment, structure or infrastructure, unauthorized consumption/use of any utility such as electricity or fuel, any type of damage of navigational aids and lights, and etc.

**(XVI) PAYMENTS**

- A. If a Contractor uses a subcontractor or employee to perform the work or a portion of the work required under this contract, the subcontractor or employee must receive payment from the Contractor at least monthly. In the event the Contractor fails to pay the subcontractor or employee within seven days following receipt of the quarterly payment from the Department, the Department reserves the right to withhold any payment from the Contractor until such time the subcontractor or employee is paid.
- B. 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.
- C. Liquidated damages may be assigned for willful failure to comply with the terms of this contract.
- D. 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 Department Representative. The statement will be due no later than the tenth (10) calendar day of each month.
- E. 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.
- F. 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 in order to pay for repairs to reinstate to the original condition.
- G. **Direct Deposit:** If the Contractor has not previously established direct deposit for payments with the State of Alaska, the Contractor's shall complete the Electronic Payment Agreement, currently located at [http://doa.alaska.gov/dof/forms/resource/EDI\\_agreement.pdf](http://doa.alaska.gov/dof/forms/resource/EDI_agreement.pdf) and either mail or fax the completed form to the address or fax number as indicated.
- H. Payment will be made in accordance with AS 37.05.285 (a)(2).
- I. Prices are to remain firm for the first year of the contract. Price increases may be requested once per year for each renewable option up to three (3) percent per year. No retroactive price increases shall be granted. The Department has Thirty (30) days to approve the requested price increases.

**(XVII) CONTRACTOR RESPONSIBILITIES**

- A. **WORK OUTLINE:** The Contractor will be responsible for the services described below unless the Department Representative modifies the scope of work through a change order or a supplemental agreement.
- B. **DAILY INSPECTION SERVICES:** The Contractor shall conduct daily inspections of the airport by using a Department provided Daily Inspection Checklist. This completed checklist shall be kept on record for 12 months. The checklist shall note items that need repair, cleaning or replacement. The list will be used for reference when the Contractor performs maintenance in accordance with the terms of this contract. It should also be used as a reference when the Contractor notifies the Department Representative of problems or conditions beyond the Contractor's capability. The Contractor shall conduct daily inspections of the airport and roadway(s) and note the following on a written list:
  - 1. 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 issue a Notice to Airman (NOTAM) to the appropriate Automated Flight Service

Station (AFSS) or contact the Department Representative in order to enable the Representative to issue an appropriate Notice to Airman (NOTAM) placing the airport lighting system out of service.

2. General conditions of the runway surface, parking apron, taxiway, roads, windsock(s), threshold panels and drainage. During the inspection particular emphasis should be given to potholes, icy or slippery conditions, the windsock(s) and the debris on or near these areas and/or structures. All deficiencies shall be repaired and/or removed as required.
  3. Contractor must be familiar with the location of all usable aircraft tie downs provided by the Department. This will allow the Contractor to make these tie downs available for a reasonably coordinated request.
  4. The Contractor shall report discrepancies requiring Department maintenance support to the Department Representative as soon as possible.
- C. 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
- D. TOOLS AND MISCELLANEOUS SUPPLIES:** The Contractor shall be responsible for furnishing and maintaining all minor hand tools and related safety equipment necessary for performance of this contract. The Contractor shall also furnish the following supplies: hand cleaner, paper towel, plastic liners for trash and any other minor supply items necessary for day to day compliance with this contract. The Department shall furnish supply items such as fuel, oil, lubricants, antifreeze and associated filters for use on all Department supplied equipment. Cutting edges and fasteners will also be provided for Department equipment. All items that are the responsibility of the Contractor must be included in the overall contract cost
- E. 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 Department Representative. The Contractor shall maintain all building spaces in a neat and orderly manner at all times

Prior to parking inside the Snow Removal Equipment Building (SREB), all equipment shall be cleared of excess snow and debris

If the airport has a heated equipment storage building, the Department may fill the fuel storage tanks as required with heating fuel. This will normally be accomplished at the beginning of each contract year unless otherwise specified by the Airport Manager. Heat in the SREB will be turned on four (4) hours prior to and 12 hours after snow removal operations. 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 should be turned off to conserve fuel.

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

- F. NOTICE TO AND RELATIONS WITH THE PUBLIC:** The Department will provide a sign that the Contractor shall post in a readily visible and conspicuous location, outside of the airport maintenance facility or at the local Post Office.

- G. **OTHER EMPLOYMENT:** The Contractor, if an individual, shall report other employment on the attached Notification of Employment Statement. This Statement must be forwarded to the Procurement Officer listed on this contract.
- H. **TAXES:** The Contractor shall pay any federal, state, or local taxes incurred by it during performance of this contract
- I. **ASSIGNMENT OF CONTRACT RESPONSIBILITIES:** The Contractor shall not subcontract this contract without the prior approval of the Department Representative. The Contractor shall be responsible for all aspects of this contract. Subcontractors shall be identified by the Contractor in accordance with the Standard Specifications for Airport Construction, Section 80, Prosecution and Progress at <http://www.dot.state.ak.us/stwddes/dcspcs/assets/pdf/aptspecs/airportspecs.pdf> and [Alaska Statute 36.30.115](#).

The Contractor shall submit a Contractor Self Certification for Subcontractors and Lower Tier Subcontractors, Form 25D-042, before the Contractor or any subcontractor subcontracts, sells, transfers, assigns, or otherwise disposes of the Contract or any portion of the Contract. The Department has authority to review subcontracts and to deny permission to subcontract work. The Department may penalize the Contractor for false statements or omissions made in connection with Form 25D-042.

- J. **OTHER EQUIPMENT USED OR LEASED BY CONTRACTOR:** Unless authorized 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.
- K. **WORK PERFORMED BY THE CONTRACTOR BEYOND THE 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 Department Representative prior to commencement of any work.
- L. **TRAINING:** The Contractor and any subcontractor may be required to attend Airport related training. The Department will notify the Contractor of the required training and will make all travel arrangements. All costs incurred will be the responsibility of the Department. Refusal to participate in State of Alaska provided training may result in termination of the contract. Contractors who fail to provide timely notification of cancellation of training attendance may be held financially responsible for the cost of the training.
- M. **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
- N. **GENERAL RESPONSIBILITIES:**
  - 1. **AIRCRAFT ACCIDENT AT THE AIRPORT:** If there is an aircraft accident or incident on the airport, the Department Representative must be notified as soon as possible.
    - a. 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.

- b. The Contractor shall provide as much information as possible to the Department Representative 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 accident aircraft, the surrounding area and any scattered pieces of wreckage. Pictures shall be taken from four (4) different directions, to provide a perspective of the accident from all viewpoints.
  - c. The Department Representative will assist the Contractor in completing a DOT/PF furnished aircraft accident report form
2. **STORING AND ORDERING SUPPLIES:** The Contractor is responsible for assuring all supplies and parts are stored properly labeled and stocked in a safe and practical manner. This includes new and used fuels, oils and lubricants, and replacement parts. The Contractor shall notify the Department Representative when parts and supplies are required, in a manner to assure timely procurement and delivery. The Contractor shall not order fuel from any source other than the Department Representative. If fuel is ordered other than through a Department Representative the Contractor shall be financially responsible and no reimbursement shall be made.
3. **SPILLS ON AIRPORT PROPERTY:** 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 [http://dec.alaska.gov/spar/PPR/docs/ADEC%20Spill%20Notification%20Form\\_rev06162014.pdf](http://dec.alaska.gov/spar/PPR/docs/ADEC%20Spill%20Notification%20Form_rev06162014.pdf) 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. 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

4. **ELECTRICITY:** Where Department furnished electricity is not available, the Contractor will be responsible for providing electrical power for pre-heating Department 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

The Contractor shall be responsible for the judicious use of electricity whether it is Department or Contractor furnished at the airport SREB(s). SREB lights will remain off when not in use

5. **VANDALISM:** The Contractor will, to the best of its ability, protect all airport property from damage or vandalism and promptly inform the Department Representative and local law enforcement of any such occurrence.
6. **TRAFFIC FLOW:** The Contractor will perform the required services to assure a minimum amount of interference with aircraft or vehicle operations. The Contractor must clear the runway and move all equipment outside the lights when advised or aware that an aircraft needs to land or depart. In the event there is a safety reason for not complying, the Contractor shall immediately notify the landing aircraft of the situation.

7. **INVENTORY OF STATION MATERIALS:** The Contractor will be responsible for the sensible use of Department supplied materials, supplies, and parts shipped to the station. The Contractor will also maintain an inventory list of these items. The Contractor will note on the list whenever new items are received and added to the inventory, and when an item has been used.
8. **NOTICE TO AIRMEN (NOTAMS):** The Contractor is responsible for issuance of NOTAMS for the airport. If unable, the Contractor shall contact the Department Representative for assistance with the NOTAMS. The Department Representative may require the Contractor to issue NOTAMS directly to the FAA's light Service Station (FSS), under certain circumstances
9. **RUNWAY CONDITION AND CLOSURE PROCEDURES:** The Contractor shall follow the procedure for the issuance of NOTAMS.
  - a. Before beginning any work on the runway the Contractor shall contact the Automated Flight Service Station (AFSS) or the Department Representative to issue a Notice to Airman (NOTAM) stating "Personnel and Equipment on the Runway". When the work is completed the NOTAM shall be canceled by contacting the AFSS or Department Representative.
  - b. Before entering the runway, the Contractor shall make a "blind" radio transmission on the appropriate Common Traffic Advisory Frequency (CTAF) to announce his/her intentions. *For example: "Allakaket Traffic, Department Maintenance Grader is on the runway grading the surface."* After completing his/her work operation on the runway he will make a subsequent "blind" notice of his/her departure.
  - c. If at any time the Contractor determines that the runway is unsafe for use by aircraft, he shall contact the Department Representative or Automated Flight Service Station (AFSS) by the quickest means possible to inform them of the unsafe condition(s) and/or runway closures.
  - d. If it is necessary to close the runway due to unsafe conditions, climatic conditions, or work in progress the Department Representative shall be notified immediately.
10. **MAINTENANCE OF DEPARTMENT EQUIPMENT:** Only persons authorized by the Department Representative shall operate Department furnished equipment. The Contractor shall assure that Department furnished equipment is used only for airport and road maintenance associated with this contract. The Contractor will comply with the following:
  - a. Check coolant, hydraulic system, battery, air filter gauge and oil levels before starting equipment to be certain that all are in the recommended operating range
  - b. The equipment will be greased a minimum of once per week when being used. Transmission and final drives must be checked at this time. Check and/or replace oil and oil filters at factory recommended intervals. Used oil and oil filters shall be stored in suitable leak-proof containers within the equipment storage building. Check air filter gauges and inspect cutting edges and bolts as necessary. No material shall be dumped within or outside the building. The Department will be responsible for disposal of these materials.
  - c. Hour meter readings for each piece of equipment shall be recorded on the Daily Checklist form in Attachment B.
  - d. Prior to parking inside the Snow Removal Equipment Building (SREB), all equipment shall be cleared of excess snow and debris.
  - e. Cutting edges will be changed whenever they are worn to within 1/4 inch of the moldboard.

- f. The fan belt and alternator belt shall be tight for proper cooling and battery charging. Should batteries become discharged they will be protected from freezing.
- g. Before freeze up begins, the Department Equipment Fleet will fill equipment with an antifreeze mixture that assures protection to at least minus 50 degrees Fahrenheit. At this time, a check of the radiator and all hoses for leaks and loose hose clamps shall be made. Used antifreeze shall be collected and stored in suitable leak-proof containers. No waste material shall be dumped within or outside the building. Inspect and test cranking and charging systems and all accessory heaters.
- h. Air cleaners must be checked and cleaned after or during each operation if conditions are severe. Otherwise, on heavy equipment, check every sixteen- (16) hours of use.
- i. All vertical exhaust pipes (stacks) shall be protected with rain caps or otherwise protected when the equipment is not being operated.
- j. If there are any problems with equipment that the Contractor is unable to repair, the Contractor will advise the Department Representative immediately. For example: If the cutting edges of a blade are worn, after notification, replacement edges will be sent to the Contractor who will replace the worn edges. If the Contractor is unable, for any reason, to perform work of this type the Department Representative shall be notified.
- k. The Contractor shall provide his own tools for performing routine equipment maintenance on Department supplied equipment. During non-routine maintenance such as an engine replacement, Department crews with appropriate tools will be sent to the site to accomplish the work.
- l. During the term of this contract, the Department may add, delete or substitute items of equipment. However, all such changes will be reasonable and not add to the Contractor's maintenance burden.
- m. The Department shall furnish all necessary fuel, oil, other lubricants, antifreeze and associated filters for use on all Department supplied equipment. The Contractor is responsible for these items when Contractor furnished equipment is required and/or used in accordance with the terms of this contract.
- n. In the event the Contractor or Contractor's Representative causes a spill of fuel or other contaminate, the Contractor is responsible for reporting, containing, and cleanup of the spill. 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.

**O. MAINTENANCE FUNCTIONS**

**1. GENERAL MAINTENANCE ACTIVITIES:** The Contractor will provide assistance to Department employees dispatched to the airport for maintenance and/or repairs. The Contractor will perform minor building maintenance as necessary to ensure the safety of the building and State property.

**2. WINTER MAINTENANCE:**

**a. AIRPORTS:**

- i. The Contractor shall begin snow control efforts at a time no later than when two (2) inches of snow or one half (1/2) inch of slush has accumulated on runway or taxiway surfaces. 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. Snowdrifts 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 unsuccessful. In these conditions, the Contractor may cease snow removal operations until the storm subsides to the point where snow removal efforts are effective. If such a condition develops the contractor will issue a Notice to Airman (NOTAM) to the appropriate Automated Flight Service Station (AFSS) or contact the Department representative in order to enable the representative to issue an appropriate Notice to Airman (NOTAM) describing the condition.
- ii. Runway, Taxiway and Safety Area shall be plowed free of loose snow full width and length. Snow shall be placed off aircraft movement areas so as not to create any hazardous conditions, future drifting and maintenance problems
- iii. 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
- iv. Loose snow must be removed from the threshold markers, runway lights, reflectors, and all NAVAIDS using caution to avoid damaging or destroying these fixtures.
- v. After snow control efforts are completed all equipment will be returned to the SREB.
- vi. When present, slush shall be removed from the runway unless the surface is soft enough for the equipment to cause rutting. During spring break up or periods of heavy rain; runway, taxiway and apron shoulders and adjacent ditches will be cleared to assist drainage.
- vii. The Contractor will assure all cone markers or visibility enhancers and marker panels are positioned on the airport in accordance with the Attachment A "Airport Marking Standards for Unpaved Airports".

**b. ROADWAYS**

- i. 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.

- ii. During spring break up and periods of heavy rain, road shoulders and ditches will be graded and any debris removed to assist drainage.
- iii. If provided by the Department, culvert thaw wires will be activated by the Contractor when surface ice appears in drainage ditches and be de-activated by the Contractor when spring thaw has begun. The Contractor will notify the Department Representative **BEFORE** activating any thaw wires.

**3. SUMMER MAINTNENANCE:**

**a. AIRPORTS:**

- i. All areas on the airport where aircraft operate, except private leasehold property, will be maintained clear of rocks two (2) inches or more in diameter and any foreign objects. These areas will be maintained free of holes or depressions that exceed 3 inches in depth which may affect directional control of an aircraft. Should potholes, ruts, etc. develop, they will be smoothed out as soon as possible.
- ii. Once each summer, all brush and weeds will be cut around the runway, ramps, taxiways, runway and taxiway lighting and threshold markers and the SREB. The Contractor shall conduct minor brush cutting one hundred (100) feet beyond the edges of the runway and one thousand (1,000) feet beyond the thresholds/ends, unless these dimensions encroach upon other than airport property, in which case, cutting will terminate at the property line. All major brush cutting will be at the discretion of the Department and will be directed either by a Supplemental Agreement or new bid process.
- iii. Should potholes, ruts, or similar surface features develop, they shall be back filled and compacted with approved runway surface material.

- b. DRAINAGE DITCHES – CULVERTS:** All drainage ditches and culverts will be cleared of any debris that might obstruct drainage. The Contractor will notify the Department Representative if during routine inspection, a collapsed, blocked or otherwise obstructed culvert is discovered which is beyond the Contractor's ability to repair.

**c. ROADWAYS:**

- i. The Contractor will assist a Department Representative to maintain roadways in a smooth graded state over the entire width of the existing road surface. Roadways shall be crowned and sloped to allow proper drainage.
- ii. The roadway surface will be kept free of rocks three (3) inches or more in diameter.
- iii. All brush or trees must be maintained cut to ground level for a minimum distance of eight (8) feet from the edge of the traveled roadway surface.
- iv. Equipment will not be driven outside the limits above for clearing purposes without proper coordination with the Department Representative for permitting purposes.

- d. BRIDGE MAINTENANCE:** After spring breakup, the Contractor shall perform a thorough inspection of any bridges and associated apparatuses including approaches and decking. The

Contractor will perform minor maintenance on any Department bridges that are on roadways covered by the terms of this contract. This maintenance will involve washed-out approaches, replacing deck planks or guardrail sections. If bridge repair is necessary, the Department will provide all materials for the Contractor to use when repairing bridge(s). If during routine inspection the Contractor notes major damage to bridge(s), the Contractor will immediately notify the Department Representative

- 4. 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 Department Representative and consultation with an electrician.

The Contractor will request from the Department representative 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.

#### **(XVIII) DEPARTMENT RESPONSIBILITIES**

**A. DEPARTMENT REPRESENTATIVE:**

The Department has assigned **the office of Western District Superintendent, (907) 443-3443** as the Department 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

**B. NOTAMS:**

The Contractor shall advise the Department Representative of any hazardous conditions on the airport and will 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 "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.

**(XIX) DEFINITIONS**

As used in this contract the following terms are defined as follows:

**AKDOT.** Alaska Department of Transportation & Public Facilities.

**ADDENDA.** Clarifications, corrections, or changes to the plans, specifications or other contract documents issued graphically or in writing by the Department after the advertisement but prior to the opening of proposals.

**ADVERTISEMENT.** The public announcement, as required by law, inviting bids for work to be performed or materials to be furnished.

**AIRCRAFT MOVEMENT AREA.** Runways, taxiways, and other areas of an airport that are used for taxiing, takeoff, and landing of aircraft, exclusive of loading ramps and aircraft parking areas.

**AWARD.** The acceptance, by the Department, of the successful bid. The award is effective upon execution of the contract by the Procurement Officer.

**BIDDER.** An individual, firm, corporation or any acceptable combination thereof, or joint venture submitting a bid for the advertised work.

**CHANGE ORDER.** A written order by the Department covering changes to the contract, within its general scope, and establishing the basis of payment and time adjustment, if any, for the work affected.

**CONTRACT.** The written agreement between the Department and the Contractor setting forth the obligations of the parties for the performance of the work. The contract includes the Invitation For Bids, Instructions to Bidders, Proposal, Maintenance Contract Form, Technical Specifications, and any Special Provisions, Drawings, Plans, Addenda, any change orders, directives or supplemental agreements that are required to complete the work in an acceptable manner, all of which constitute one instrument.

**PROCUREMENT OFFICER.** The person authorized by the Commissioner to enter into and administer the contract on behalf of the Department. He has authority to make findings, determinations and decisions with respect to the contract and, when necessary, to modify or terminate the contract.

**CONTRACTOR.** The individual, partnership, firm, corporation, or any acceptable combination thereof, contracting with the Department for performance of prescribed work.

**DEPARTMENT.** The Alaska Department of Transportation and Public Facilities and its agents, officers, and employees.

**EXTRA WORK.** An item of work not provided for in the contract as awarded but found essential by the Procurement Officer for the satisfactory completion of the contract within its intended scope.

**FSS.** Federal Aviation Administration Flight Service Station

**INVITATION FOR BIDS.** The advertisement for proposals for all work or materials on which bids are required.

**NOTAM.** Notice to Airmen

**NOTICE OF INTENT TO AWARD.** The written notice by the Department announcing the apparent successful Bidder and establishing the Department's intent to award the Contract when all required conditions are met.

**NOTICE TO PROCEED.** A written notice to the Contractor to begin the work and establishing the date on which Contract time begins.

**PROPOSAL.** The offer of a bidder, on the prescribed forms, to perform the work at the price quoted.

**SREB.** Snow Removal Equipment Building

**SPECIFICATIONS.** A general term applied to all directions, provisions and requirements pertaining to performance of the work.

**STATE.** The State of Alaska acting through its authorized representatives, agents, officers, and employees.

**SUBCONTRACTOR.** An individual, partnership, firm, corporation or any acceptable combination thereof to which the Contractor sublets part of the contract.

**SUBLET.** The act of the Contractor entering into a contract with a subcontractor for the purpose of having the subcontractor perform the work or a portion of the work.

**WORK.** Work is the act of, and the result of, performing services, furnishing labor, furnishing equipment, furnishing supplies, and incorporating materials into the runway as required by the contract, and performing all other duties and obligations required by the contract.

**(XX) ATTACHMENTS**

Attachment A: Bid Submission Cover Sheet pages 1-7

**INSTRUCTIONS TO BIDDERS  
TERMS AND CONDITIONS**

**1. REQUEST FOR QUOTATION (RFQ) REVIEW:** Offerors shall carefully review this RFQ for defects and questionable or objectionable material. Offerors' comments concerning defects and questionable or objectionable material in the RFQ must be made in writing and received by the purchasing authority before the date and time set for receipt of quotes. This will allow time for an amendment to be issued if one is required. It will also help prevent the opening of a defective quote, upon which award cannot be made, and the resultant exposure of offerors' prices. Offerors' original comments should be sent to the purchasing authority listed on the front of this RFQ.

**2. QUOTATION FORMS:** Offerors shall use this and attached forms in submitting quotes. A photocopied quote may be submitted.

**3. SUBMISSION:** Quotations shall be signed where applicable and received at the designated Purchasing Office no later than as indicated.

**4. QUOTE REJECTION:** The State reserves the right to reject any or all quotes, combinations of items, or lot(s), and to waive defects or minor informalities.

**5. EXTENSION OF PRICES:** In case of error in the extension of prices in the quote, the unit prices will govern; in a lot bid, the lot prices will govern. Negligence by the vendor in preparing the quotation confers no right for the withdrawal of the quotation after it has been opened.

**6. ALASKA PROCUREMENT CODE:** The Procurement Code (AS.36.30) and its Regulations (2 AAC Ch. 12), are made a part of this document as if fully set forth herein. Note: AS.36.30 and 2 AAC Ch. 12 are available at most public libraries and legislative information offices; and both are available for review at Alaska State Purchasing Offices.

**7. PRICES:** The offeror shall state prices in the units of issue on this RFQ. Prices quoted for commodities must be in U.S. funds and include applicable federal duty, brokerage fees, packaging, and transportation cost to the FOB point so that upon transfer of title the commodity can be utilized without further cost. Prices quoted for services must be quoted in U.S. funds and include applicable federal duty, brokerage fee, packaging, and transportation cost so that the services can be provided without further cost. Prices quoted must be exclusive of federal, state, and local taxes. If the offeror believes that certain taxes are payable by the State, the offeror may list such taxes separately, directly below the bid price for the affected item. The State is exempt from Federal Excise Tax except the following:

- Coal - Internal Revenue Code of 1986 (IRC), Section 4121 - on the purchase of coal;
- "Gas Guzzler" - IRC, Section 4064 - on the purchase of low m.p.g. automobiles, except that police and other emergency type vehicles are not subject to the tax;
- Air Cargo - IRC, Section 4271 - on the purchase of property transportation services by air;
- Air Passenger - IRC, Section 4261 - on the purchase of passenger transportation services by air carriers;
- Leaking Underground Storage Tank Trust Fund Tax (LUST) - IRC, Section 4081 - on the purchase of Aviation gasoline, Diesel Fuel, Gasoline, and Kerosene.

**8. 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 which establishes a lower interest rate or precludes the charging of interest.

**9. PAYMENT DISCOUNT:** Discounts for prompt payment will not be considered in evaluating the price you quote. However, the State shall be entitled to take advantage of any payment discount(s) offered by the vendor provided payment is made within the discount period. Payment discount periods will be computed from the date of receipt of the commodities or services and/or a correct invoice, whichever is later. Unless freight and other charges are itemized, any discount provided will be taken on full amount of invoice.

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**10. VENDOR TAX ID NUMBER:** If goods or services procured through this RFQ are of a type that is required to be included on a Miscellaneous Tax Statement, as described in the Internal Revenue Code, a valid tax identification number must be provided to the State of Alaska before payment will be made.

**11. 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.

**12. SEVERABILITY:** If any provision of this contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.

**13. TITLE:** Title passes to the State for each item at FOB destination.

**14. FILING A PROTEST:** An offeror shall attempt to informally resolve a dispute with the procurement officer regarding a small procurement. If the attempt is unsuccessful, the vendor may protest the solicitation or the award of a small procurement contract under AS 36.30.320. The protest must be filed in writing with the commissioner of the purchasing agency or the commissioner's designee and include the following information: (1) the name, address, and telephone number of the protester; (2) the signature of the protester or the protester's representative; (3) identification of the contracting agency and the solicitation or contract at issue; (4) a detailed statement of the legal and factual grounds of the protest, including copies of relevant documents; and (5) the form of relief requested. The protester must file a copy of the protest with the procurement officer for the purchasing agency. Protests will be treated in accordance with AS 36.30.550 and 2 AAC 12.695.

**15. COMPLIANCE:** In the performance of a contract that results from this RFQ, the contractor must comply with all applicable federal, state, and borough regulations, codes, and laws; and be liable for all required insurance, licenses, permits and bonds; and pay all applicable federal, state, and borough taxes.

**16. SUITABLE MATERIALS, ETC.:** Unless otherwise specified, all materials, supplies or equipment offered by an offeror shall be new, unused, and of the latest edition, version, model or crop and of recent manufacture.

**17. SPECIFICATIONS:** Unless otherwise specified in the RFQ, product brand names or model numbers 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.

**18. FIRM OFFER:** For the purpose of award, offers made in accordance with this RFQ must be good and firm for a period of ninety (90) days from the date of quote opening.

**19. QUOTE PREPARATION COSTS:** The State is not liable for any costs incurred by the offeror in quote preparation.

**20. CONSOLIDATION OF AWARDS:** Due to high administrative costs associated with processing of purchase orders, a single low quote of \$50 or less may, at the discretion of the State, be awarded to the next low offeror receiving other awards for consolidation purposes. This paragraph is not subject to the protest terms enumerated in "FILING A PROTEST" above.

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**21. CONTRACT FUNDING:** Offerors are advised that funds are available for the initial purchase and/or the first term of the contract. Payment and performance obligations for succeeding purchases and/or additional terms of the contract are subject to the availability and appropriation of funds.

**22. CONFLICT OF INTEREST:** An officer or employee of the State of Alaska may not seek to acquire, be a party to, or possess a financial interest in, this contract if (1) the officer or employee is an employee of the administrative unit that supervises the award of this contract; or (2) the officer or employee has the power to take or withhold official action so as to affect the award or execution of the contract.

**23. ASSIGNMENT(S):** Assignment of rights, duties, or payments under a contract resulting from this RFQ is not permitted unless authorized in writing by the procurement officer of the contracting agency. Quotes that are conditioned upon the State's approval of an assignment will be rejected as nonresponsive.

**24. SUBCONTRACTOR(S):** Within five (5) working days of notice from the state, the apparent low bidder must submit a list of the subcontractors that will be used in the performance of the contract. The list must include the name of each subcontractor and the location of the place of business for each subcontractor and evidence of each subcontractor's valid Alaska business license.

**25. FORCE MAJEURE (Impossibility to perform):** The parties to a contract resulting from this RFQ 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 Agreement, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.

**26. LATE QUOTES:** Late quotes are quotes received after the time and date set for receipt of the quotes. Late quotes will not be accepted.

**27. CONTRACT EXTENSION:** Unless otherwise provided in this RFQ, the State and the successful offeror/contractor agree: (1) that any holding over of the contract excluding any exercised renewal options, will be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect and (2) to provide written notice to the other party of the intent to cancel such month-to-month extension at least thirty (30) days before the desired date of cancellation.

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

**29. DISPUTES:** If a contractor has a claim arising in connection with a contract resulting from this RFQ that it cannot resolve with the State by mutual agreement, it shall pursue a claim, if at all, in accordance with the provisions of AS 36.30.620 – 632.

**30. GOVERNING LAW; FORUM SELECTION:** A contract resulting from this RFQ is governed by the laws of the State of Alaska. To the extent not otherwise governed by section 29 of these Standard Terms and Conditions, any claim concerning the contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

**31. CONSUMER ELECTRICAL PRODUCT:** AS 45.45.910 requires that "...a person may not sell, offer to sell, or otherwise transfer in the course of the person's business a consumer electrical product that is manufactured after August 14, 1990, unless the product is clearly marked as being listed by an approved third party certification program." Electrical consumer

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products manufactured before August 14, 1990, must either be clearly marked as being third party certified or be marked with a warning label that complies with AS 45.45.910(e). Even exempted electrical products must be marked with the warning label. By signature on this quote the offeror certifies that the product offered is in compliance with the law. A list of approved third party certifiers, warning labels and additional information is available from: Department of Labor, Labor Standards & Safety Division, Mechanical Inspection Section, P.O. Box 107020, Anchorage, Alaska 99510-7020, (907)269-4925.

**32. CONTINUING OBLIGATION OF CONTRACTOR:** Notwithstanding the expiration date of a contract resulting from this RFQ, the contractor is obligated to fulfill its responsibilities until warranty, guarantee, maintenance and parts availability requirements have completely expired.

**33. ORDER DOCUMENTS:** Except as specifically allowed under this RFQ, 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 RFQ. 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 RFQ.

**34. BILLING INSTRUCTIONS:** Invoices must be billed to the ordering agency's address shown on the individual Purchase Order, Contract Award or Delivery Order. The ordering agency will make payment after it receives the merchandise or service and the invoice. Questions concerning payment must be addressed to the ordering agency.

**35. OFFERORS WITH DISABILITIES:** The State of Alaska complies with Title II of the Americans with Disabilities Act of 1990. Individuals with disabilities who may need auxiliary aids, services, and/or special modifications to participate in this procurement should contact the procurement officer named on the cover page of this RFQ as soon as possible, but no later than the date and time quotations are due to make any necessary arrangements.

**36. COMPLIANCE WITH ADA:** By signature of their quote the bidder certifies that they comply with the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government. Services or activities furnished to the general public on behalf of the State must be fully accessible. This is intended to ensure that agencies are in accordance with 28 CFR Part 35 Section 35.130 and that services, programs or activities furnished to the public through a contract do not subject qualified individuals with a disability to discrimination based on the disability.

**37. ALASKA BIDDER PREFERENCE:** The award of a contract based on a Request for Quotation (RFQ) will be made to the lowest responsive and responsible bidder after an Alaska bidder preference of five percent (5%) has been applied. An "Alaska bidder" is a person who: (1) holds a current Alaska business license; (2) submits a bid for goods, services, or construction under the name as appearing on the person'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 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. AS 36.30.170, AS 36.30.321(a) and AS 36.30.990(2)

**38. ALASKA MILITARY SKILLS PROGRAM PREFERENCE:** If a bidder qualifies for the Alaska bidder preference under AS 36.30.321(a) and AS 36.30.990(2) and is a qualifying entity as defined in AS 36.30.321(f), they will be awarded an Alaska Military Skills Program preference of two percent (2%). The preference will be given to an entity which (1) 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 (2) has an active partnership with an entity that employs an apprentice through a program described above, and may not exceed \$5,000. The bidder must also add value by actually performing, controlling, managing, and supervising the

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services provided, or for supplies, the bidder must have sold supplies of the general nature solicited to other state agencies, other governments, or the general public. AS 36.30.321(i)

**39. ALASKA VETERAN PREFERENCE:** If a bidder qualifies for the Alaska bidder preference under AS 36.30.321(a) and AS 36.30.990(2) and is a qualifying entity as defined in AS 36.30.321(f), they will be awarded an Alaska veteran preference of five percent (5%). The preference will be given to a (1) sole proprietorship owned by an Alaska veteran; (2) partnership under AS 32.06 or AS 32.11 if a majority of the partners are Alaska veterans; (3) limited liability company organized under AS 10.50 if a majority of the members are Alaska veterans; or (4) corporation that is wholly owned by individuals and a majority of the individuals are Alaska veterans, and may not exceed \$5,000. 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 governments, or the general public. AS 36.30.321(i)

**40. 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 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.

**41. LOCAL AGRICULTURAL AND FISHERIES PRODUCTS 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.

**42. ALASKA PRODUCT PREFERENCE:** A bidder that designates the use of an Alaska Product which meets the requirements of the RFQ specification and is designated as a Class I, Class II or Class III Alaska Product by the Department of Commerce & Economic Development shall receive a preference in the bid evaluation in accordance with AS 36.30.332 and 3 AAC 92.010.

**43. EMPLOYMENT PROGRAM PREFERENCE:** If a bidder qualifies for the Alaska bidder preference, under AS 36.30.321(a) and AS 36.30.990(2), and is offering goods or services through an employment program as defined under 36.30.990(12), they will be awarded an Employment Program Preference of fifteen percent (15%) in accordance with AS 36.30.321(b).

**44. ALASKANS WITH DISABILITIES PREFERENCE:** If a bidder qualifies for the Alaskan bidder's preference under AS 36.30.321(a) and AS 36.30.990(2), and is a qualifying entity as defined AS 36.30.321(d), they will be awarded an Alaskans with Disabilities Preference of ten percent (10%) in accordance with AS 36.30.321(d). A bidder may not receive both an Employment Program Preference and an Alaskans with Disabilities Preference.

**45. PREFERENCE QUALIFICATION LETTER:** Regarding preferences 43 and 44 above, the Division of Vocational Rehabilitation in the department of Labor and Workforce Development maintains lists of Alaskan: [1] employment programs that qualify for preference and [2] individuals who qualify for preference as Alaskan's with disabilities. In accordance with AS 36.30.321(i), in order to qualify for one of these preferences, a bidder must add value by actually performing, controlling, managing, and supervising the services provided, or for supplies, a bidder must have sold supplies of the general nature solicited to other state agencies, governments, or the general public.

As evidence of an individual's or a business' qualification for a certain preference, the Division of Vocational Rehabilitation will issue a certification letter. To take advantage of the preferences 43 or 44 above, an individual or business must be on the appropriate Division of Vocational Rehabilitation list at the time the quote is opened, and must attach a copy of their certification letter to their quote. The bidder's failure to provide this certification letter with their quote will cause the State to disallow the preference.

**APPENDIX B<sup>1</sup>**  
**INDEMNITY AND INSURANCE**

**Article 1. 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.

**Article 2. Insurance**

Without limiting contractor's indemnification, it is agreed that 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 beginning work 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.

**2.1 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.

**2.2 Commercial General Liability Insurance:** covering all business premises and operations used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per claim.

**2.3 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 claim.

# ATTACHMENT A

## Bid Submission Cover Sheet

### PROJECT INFORMATION

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

### BIDDER INFORMATION

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

### CONTACT INFORMATION

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

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

### ADDENDA ACKNOWLEDGEMENT

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

Number	Initials & Date

Number	Initials & Date

Number	Initials & Date

## CERTIFICATIONS

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

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

Number	Clarification

**CONFLICT OF INTEREST STATEMENT**

Indicate below whether or not the firm or any individuals that will work on the contract has a possible conflict of interest (e.g., currently employed by the State of Alaska or formerly employed by the State of Alaska within the past two years) and, if so, the nature of that conflict. The procurement officer reserves the right to consider a bid non-responsive and reject it or cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity services to be provided by the bidder.

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

YES  NO

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

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

**FEDERAL REQUIREMENTS**

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

**ALASKA PREFERENCES**

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

**SIGNATURE**

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

Printed Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_  
Signature \_\_\_\_\_

# ALASKA BIDDER PREFERENCE CERTIFICATION FORM

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

<b>Solicitation Number</b>	
<b>Project Description</b>	
<b>Business Name</b>	
<b>Alaska Business License Number</b>	

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.

<b>Printed Name:</b>	
<b>Title:</b>	
<b>Date:</b>	
<b>Signature:</b>	

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

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:

<b>Physical Place of Business Address</b>	
<b>City</b>	
<b>Zip Code</b>	

“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
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**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 <b>ALL</b> 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
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**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:
  - a. Armed forces of the United States, including a reserve unit of the United States armed forces ; or
  - b. 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
3	Have proof of an employee’s graduation or enrollment in a qualified program as described in 1. above?	<input type="checkbox"/> Yes <input type="checkbox"/> No