

REQUEST FOR QUOTATION

Quotations will be received until: **April 7, 2025, 11:00 AM AKST**

RFQ No.: **2525N123**

PURCHASING OFFICE:

Department Of Transportation & Public Facilities
Supply and Services
2301 Peger Road. Fairbanks, AK 99508

Issue date: **4/03/2025**

VENDOR NOTICE (This is NOT an order)

This is an informal solicitation that will not be read at public opening. The information may be publicly reviewed after award. The terms and conditions should be reviewed and understood before preparing a quotation. The quotation shall be the best net price, FOB destination, to include all delivery charges, but exclude applicable taxes. **Return the quotation by the noted date and time.**

SERVICE LOCATION:

**Pilot Station Airport
Pilot Station, AK 99650**

PROCUREMENT OFFICER:

Name: **Adam Tolles** Phone: **907-451-1625**
Email: adam.tolles@alaska.gov

VENDOR QUOTE

(This section must be completed by vendor)

Description of Service (Detailed description in Scope of Work)	Qty	Unit	Quote Price (Monthly)
SERVICE: The routine summer and winter maintenance of airport facilities Including State Owned Equipment, runways, taxiways, aprons, buildings, and airport access roads to town that are state maintained. SERVICE TERM: Date of Award through April 30, 2026. OPTIONAL RENEWALS: Two (2)	12	MO	\$

You must answer all the following questions, or your quote may be found non-responsive and rejected.

Have you read and do you understand the terms & conditions outlined in this RFQ and Scope of Work?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Does your business qualify for the Alaska Bidder Preference?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Does your business qualify for the Alaska Veteran Preference?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Does your business qualify for the Alaska Military Skills Program Preference?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Will an employee or subcontractor be used to perform any work? If yes, see pg. 8 for required insurance.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Do you have experience performing airport maintenance? If yes, briefly describe below.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Experience:	

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

Company Name:		Mailing Address:
Alaska Business License No:	Phone:	City, State, Zip:
Vendor Tax I.D. No:	Alt Phone:	Email:
Printed Name:	Authorized Signature:	Date:

This page must be returned to the procurement officer by the noted date and time. Late quotes will be rejected.

**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.

- 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.
- 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 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 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 Alaskans 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.

ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES: Prior to the award of a contract, a bidder must hold a valid Alaska business license. However, to receive the Alaska Bidder Preference and other related preferences, such as the Alaska Veteran and Alaskans with Disabilities Preference, a bidder must hold a valid Alaska business license at the time designated for bid opening. Bidders should contact the Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing for information on these licenses.

Website: <https://www.commerce.alaska.gov/web/cbpl/ProfessionalLicensing.aspx>

Phone: (907) 465-2550

Email: license@alaska.gov

Acceptable evidence that the bidder possesses a valid Alaska business license may consist of any one of the following:

- (a) copy of an Alaska business license;
- (b) certification on the bid that the bidder has a valid Alaska business license and has included the license number in the bid (see front page);
- (c) a canceled check for the Alaska business license fee;
- (d) a copy of the Alaska business license application with a receipt stamp from the state's occupational licensing office; or
- (e) a sworn and notarized statement that the bidder has applied and paid for the Alaska business license.

You are not required to hold a valid Alaska business license at the time bids are opened if you possess one of the following licenses and are offering services or supplies under that specific line of business:

- fisheries business licenses issued by Alaska Department of Revenue or Alaska Department of Fish and Game,
- liquor licenses issued by Alaska Department of Revenue for alcohol sales only,
- insurance licenses issued by Alaska Department of Commerce, Community and Economic Development, Division of Insurance, or
- Mining licenses issued by Alaska Department of Revenue.

At the time designated for bid opening, all bidders must hold any other necessary applicable professional licenses required by Alaska Statute.

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

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

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

requested disclosure and, upon request of the state, shall seek to obtain legal protection from the release of the confidential information.

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

HUMAN TRAFFICKING: By signature on their bid, the bidder certifies that the bidder is not established and headquartered or incorporated and headquartered in a country recognized as Tier 3 in the most recent United States Department of State's Trafficking in Persons Report. The most recent United States Department of State's Trafficking in Persons Report can be found at the following website: <http://www.state.gov/g/tip/>. Failure to comply with this requirement will cause the state to reject the bid as non-responsive or cancel the contract.

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

Proof of insurance required for the following:

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

The contractor shall provide evidence of insurance with a carrier satisfactory to the state covering injury to persons and/or property suffered by the state or a third party as a result of operations under this contract by the contractor or subcontractor. This coverage will also provide protection against injuries to all employees of the contractor or subcontractor engaged in work under this contract. A written notice to the state is required before cancellation of any coverage or reduction in any limits of liability in accordance with policy provisions. Failure to maintain the specified insurance may result in the immediate termination of the contract.

Evidence of Insurance shall be furnished to the state prior to issuance of award. Such evidence, executed by the carrier's representative and issued to the state shall consist of a certificate of insurance or the policy declaration page with required endorsements attached thereto which denote the type, amount, class of operations covered, effective (and retroactive) dates, and dates of expiration. Acceptance by the state of deficient evidence does not constitute a waiver of contract requirements.

FIRM, UNQUALIFIED AND UNCONDITIONAL OFFER: To be responsive; a bid must constitute a definite, firm, unqualified and unconditional offer to meet all the material terms of the RFQ. Material terms are those that could affect the price, quantity, quality, or delivery. Also included as material terms are those which are clearly identified in the RFQ & Scope of Work and which, for reasons of policy, must be complied with at risk of quote rejection for non-responsiveness.

SUPPORTING INFORMATION: Provided a bid meets the requirements for a definite, firm, unqualified, and unconditional offer, the state reserves the right to request supplemental information from the bidder, after the bids have been opened, to ensure that the products or services offered completely meet the RFQ requirements. The requirement for such supplemental information will be at the reasonable discretion of the state and may include the requirement that a bidder will provide a sample product(s) so that the state can make a first-hand examination and determination.

A bidder's failure to provide this supplemental information or the product sample(s), within the time set by the state,

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

THIRD-PARTY FINANCING AGREEMENTS NOT ALLOWED: Because of the additional administrative and accounting time required of state agencies when third party financing agreements are permitted, they will not be allowed under this contract.

CONTRACT ADMINISTRATION: The administration of this contract is the responsibility of the airport manager or person appointed by the Department of Transportation & Public Facilities, Maintenance and Operations.

CONTRACT PRICE: Contract prices, as bid, are to remain firm through the initial period of the contract.

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

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

*The contractor may **request a Percentage Price Increase adjustment, in writing, 30 days prior to the contract renewal date.** If a contractor fails to request a Percentage Price Increase adjustment 30 days prior to the renewal date, the adjustment will be effective 30 days after the state receives their written request. Said price increase may not, under any circumstances, exceed the current contract amount times a factor of 1.03 for the preceding 12 months. No retroactive contract price adjustments will be allowed.*

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

If a deficiency is not corrected within one (1) next working shift from the time it is issued, the state may issue another SDC and procure, from another contractor, the services necessary to correct the problem. The contractor will then be obligated to reimburse the state for the amount required to correct the problem.

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

CONTRACT CANCELLATION: The state reserves the right to cancel the contract at its convenience upon 7 calendar day's written notice to the contractor. The state is liable only for payment in accordance with the payment provisions of this contract for services or supplies provided before the effective date of termination.

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

BIDDER'S CERTIFICATION: By signature on the bid, the bidder certifies that they comply with the following:

- a. the laws of the State of Alaska;
- b. the applicable portion of the Federal Civil Rights Act of 1964;
- c. the Equal Employment Opportunity Act and the regulations issued thereunder by the state and federal government;
- d. the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the state and federal government;
- e. all terms and conditions set out in this RFQ;
- f. the price(s) submitted was arrived at independently arrived and without collusion, under penalty of perjury; and
- g. that the bid will remain open and valid for at least 90 days.

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

CONFLICT OF INTEREST: Each bid shall include a statement indicating whether the company or any individuals working on the contract has a possible conflict of interest (e.g., currently employed by the State of Alaska or formerly employed by the State of Alaska within the past two years) and, if so, the nature of that conflict. The procurement officer reserves the right to consider a bid non-responsive and reject it or cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the contract to be performed by the bidder.

SUBMITTING BIDS VIA EMAIL: If submitting your bid via email, the entire bid may be emailed to the procurement officer and must contain the RFQ number in the subject line of the email. The maximum size of a single email (including all text and attachments) that can be received by the state is 10mb (megabytes). If the email containing the bid exceeds this size, the bid must be sent in multiple emails that are each less than 10 megabytes and each email must comply with the requirements described above.

Please note that email transmission is not instantaneous. If you are emailing your bid, the state recommends sending it enough ahead of time to ensure the email is delivered by the deadline for receipt of quotes.

It is the bidder's responsibility to contact the procurement officer to confirm that the entire bid has been received. The state is not responsible for unreadable, corrupt, or missing attachments.

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

QUARTERLY PAYMENTS: Payments for services provided under the terms of this contract will be based on quarterly statements submitted by the contractor to the state. The statement will be due no later than the tenth (10) calendar day of each month following the close of the quarter. Quarters end **September 30, December 31, March 31** and **June 30**. Quarterly statements shall include the equipment type, license/number, hour meter reading, fuel used and estimated fuel remaining for each piece of equipment.

The annual price bid by the contractor shall be inclusive of a full 12-month year period. Any contract duration which does not contain 12 full months shall be prorated beginning the date of award and paid accordingly with this contract terms and conditions.

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 and either mail or fax the completed form to the address or fax number as indicated.

ELECTRONIC PAYMENTS: The State of Alaska prefers vendors receive payment via Electronic Funds Transfer (EFT). Bidders may review information concerning the EFT process and access the Electronic Payment Agreement Form for Vendors at the following link: <https://doa.alaska.gov/dof/vendor.html>. Method of payment is not a factor in the State's determination for award.

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

METHOD OF AWARD: Award will be made by lump sum to the lowest responsive and responsible bidder. To be considered responsive, bidders must bid on all items listed in the bid schedule.

**RURAL AIRPORT MAINTENANCE
SCOPE OF WORK**

- 1. OVERVIEW:** The work shall consist of summer and winter maintenance of the airport facility which includes state owned equipment, building structures, and roadways located on airport property unless otherwise designated. During this agreement and in accord with the terms of this contract, the contractor will coordinate with and take direction from the airport manager or their designee. A weekly report of current conditions and status shall be given to the airport manager by phone or email.
- 2. AIRPORT MANAGER AUTHORITY AND RESPONSIBILITY:** The airport manager or their designee shall address any questions which may arise regarding the quality and acceptability of work performed and shall decide on all questions regarding the interpretation of the scope of work and the fulfillment of the contract. All work and materials shall be subject to inspection by the airport manager or assigned designee.
- 3. WORK AREA:** All state runways, taxiways, aprons, safety areas, state access roads, lighting systems, segmented circles, wind cones and state buildings at the airport. It is the contractor's responsibility to contact the airport manager to clarify the work area boundaries. **The following items are NOT included in scope.**
- Work is not required on state land which is leased by another party. The lessee is responsible for maintaining all aircraft maneuvering surfaces on the leased property.
 - No work is required for the repair of radio operated electrical devices, except for fuse replacement, circuit breaker resetting, and bulb replacement.
- 4. SERVICE PERIOD:** The airport shall be kept accessible and operational 7 days a week, 365 days a year, unless emergency or routine maintenance temporarily prevents the airport from being open.
- 5. CONTRACTOR AND EMPLOYEE QUALIFICATION:** The contractor, subcontractors, and all employees must be capable and competent in the operation of heavy equipment. The contractor shall submit a list of personnel who will be operating the equipment to the airport manager. The airport manager may conduct an equipment operation test prior to award to determine competency. The state reserves the right to remove any worker from the work area whom it deems incompetent, insubordinate, or otherwise objectionable. The state reserves the option to not award a contract based on historical knowledge of the bidder's past performance.
- 6. EQUIPMENT:** The airport manager will provide a list of equipment to be used for the sole purpose of performing this contract within the specified work areas. Only authorized persons shall operate equipment. The state reserves the right to withhold payment for unauthorized alterations to state property or equipment to pay for repairs to restore to original condition. The state reserves the right to terminate the contract for failure to comply, or for damage beyond normal wear and tear. If using personally owned equipment, contractor shall provide a list to the airport manager with description, year, condition, and proof of insurance.
- 7. NOTICE TO THE PUBLIC:** The contractor or individual representing the contractor shall post their contact information in a readily visible location outside of the airport facility or local post office. This notice shall include the name, phone number and physical location where they may be contacted for the reporting of complaints or requests for information. This notice shall be maintained during the term of the contract.
- 8. REPRESENTATIVE:** The contractor or a competent representative will always be available to the work site during the period of the contract. A representative must be empowered to act for the contractor and must be fluent in both written and spoken English. The contractor shall provide a phone number which the contractor or his authorized representative can be contacted to respond to an unusual condition or accident at the airport. If the contractor has a representative perform daily maintenance, the contractor must personally perform one on-site inspection every two (2) weeks from November 1 to April 30 and monthly inspections for the remainder of the year. Failure to do so may result in the termination of the contract. If the contractor will be absent, the name and phone number of the representative must be made available to the airport manager prior to the absence.
- 9. DEFECTIVE WORK OR DAMAGE:** Damage or defects in the work will be brought to the contractor's attention by written notification. The contractor shall immediately correct the damage or defect at its own expense. Replacement materials must be pre-approved to ensure system compatibility and conformance to specifications. If the deficiency is not corrected within the time set forth, services may be procured from another source and the costs deducted from any payments due the contractor. If the contractor has presented a hazardous situation that could result in injury, the airport manager may immediately correct the deficiency and deduct these costs from any payments due the contractor.

10. DAILY INSPECTION SERVICES: The contractor shall conduct daily inspections of the following items and keep a log of the items that need repair, cleaning, or replacement. A weekly report shall be sent to the airport manager. Defects or issues requiring state maintenance support shall be reported to the airport manager as soon as possible.

- Operation of lighting systems and/or reflective cones. If four or more lights total are inoperative and cannot be replaced and/or repaired, the contractor will notify the airport manager to issue a NOTAM to the appropriate Automated Flight Service Station (AFSS) placing the airport lighting system out of service.
- Condition of the runway surface, parking apron, taxiway, roads, segmented circle, wind cones, threshold markers, aircraft tie downs, and drainage. Particular attention should be given to potholes, ruts, large rocks, lighting, rotating beacons and debris on or near these areas. All deficiencies shall be corrected as required.

11. TRASH REMOVAL: Once each month or as needed, collect and remove all trash and debris from the airport and roadway property (not including leased property) and dump it at the local landfill approved for disposal of garbage. Trash shall not be allowed to accumulate on state property or in state owned facilities and buildings. Local recycling programs shall be observed and cooperated with.

12. TOOLS AND SUPPLIES: The contractor shall provide all hand tools and related safety equipment necessary for performance of this contract, including the following supplies: hand cleaner, paper towels, trash liners and other minor supplies.

13. EQUIPMENT AND SUPPLIES STORAGE: Storage space may be used for state owned equipment, and the materials and supplies used in the performance of this contract. Items other than those owned by the state shall not be stored without written consent from the airport manager. All building spaces shall be maintained in a neat and orderly manner. Storage in the electrical equipment room is prohibited.

State owned equipment shall be kept inside of the Snow Removal Equipment Building (SREB) when not in use. No other equipment is allowed inside the SREB without written consent from the airport manager. Before parking inside the SREB, all equipment shall be cleared of excess snow and debris.

If the storage building is heated, the contractor shall set the thermostat between 40 and 50 degrees to conserve fuel and keep equipment operational. If equipment is not in use for extended periods, heating shall be turned off. The state shall fill the fuel storage tanks with heating fuel at the beginning of each contract year unless otherwise specified by the airport manager. The airport manager must be notified if additional fuel is needed.

Electrical heating devices shall not be used for heating the interior of the SREB. The state will hold the contractor responsible for any excess electrical costs related to the use of electric heating and may deduct these costs from any payments due the contractor.

14. BUILDING MAINTENANCE: Assist and support state employees dispatched to the airport for building maintenance. The support will include but is not limited to:

- Troubleshooting problems prior to and upon arrival.
- Assist with local arrangements and equipment as necessary to perform maintenance work.

Perform minor building maintenance as necessary to ensure safe operation of the building and state property. The minor maintenance may include but is not limited to:

- Overhead/bi-fold door and man door adjustments.
- Furnace filter replacement.
- Replace light bulbs.
- Replace door weather-stripping.
- Fuel system inspections including tank sticking and water detecting.

The state will be responsible for repair and maintenance of items beyond the contractor's ability. If unable to perform the work, the airport manager should be notified.

15. FALL AND WINTER MAINTENANCE - AIRPORT: The following services will be performed in a way to assure a minimum amount of interference with aircraft or vehicle operations. This also applies to the following sections of this scope of work.

- Snow control efforts will begin when two (2) inches of snow or one half (1/2) inch of slush have accumulated on runway, taxiway or apron surfaces with sufficient time to allow completion before the first scheduled flight. Snow drifts and berms must not be allowed to develop on the aircraft movement areas (inside the edge lights or cones) unless the storm is so severe that reasonable efforts to remove snow are not possible and may cease until the storm subsides. If such a condition develops, the contractor will immediately contact the airport manager.

- Runway and taxiway shall be plowed the full width and length of loose snow. Snow must be plowed to the outside of the Runway Safety Area (RSA). All berms and piles shall be tapered (leveled) off to the outside edges of the RSA. Snowbanks will be placed off the sides of the runway and not on the threshold/ends of the runway. The first half inch ($\frac{1}{2}$ ") of snow shall NOT be removed to allow a snowpack to develop on the aircraft movement surfaces.
- Snow control on apron will begin after the runway and taxiway have been plowed.
- Snow and ice will be removed to the greatest extent reasonably possible. If ice cannot be removed or scarified enough to provide a safe surface for aircraft, the contractor shall immediately notify the airport manager.
- Loose snow must be removed from around the threshold markers, segmented circle, wind cones, runway lights, precision approach path indicators (PAPI), visual approach slope indicators (VASI) and reflectors using caution to avoid damaging or destroying these fixtures. Snow and frost will be cleaned from lights, signs, segmented circle panels, and threshold markers daily as necessary. Snow may need to be removed by hand in these areas if there is any possibility of mechanical damage to the items above. Snow and ice will be cleared from areas around the PAPIs and VASIs so as not to block the signal.
- Slush shall be removed from the runway unless the surface is soft enough for the equipment to cause rutting. Prior to spring break up and during periods of heavy rain the runway, taxiway, apron shoulders, and adjacent ditches will be cleared to assist in drainage.
- After snow control efforts are completed, all equipment will be returned to the SREB. For airports that are not equipped with a SREB the equipment shall be moved to an area that will not create a hazard to operating aircraft.
- Airport visual aids shall be maintained in good working order. These include wind cones and poles, segmented circles, lighting systems, obstruction lights, rotating beacons, beacon towers, PAPIs and VASIs

16. FALL AND WINTER MAINTENANCE - ROADWAYS: Snow plowing operations will begin on roads only after airport snow control efforts have been completed.

- Snow control on roads need not begin until four (4) inches of loose snow has accumulated. Once roadway snow removal has begun, snow and ice will be removed to the greatest extent reasonably possible.
- Prior to spring break up and periods of heavy rain, road shoulders will be graded and any debris removed from ditches to assist in drainage.
- If provided by the state, culvert thaw wires will be activated when surface ice appears in drainage ditches and be de-activated when spring thaw has begun. The contractor will notify the airport manager before activating or de-activating any thaw wires.
- Roads should be passable, provide adequate traction and remain free of berms or other hazards.

17. SPRING AND SUMMER MAINTENANCE - AIRPORT:

- All aircraft movement area surfaces will be maintained clear of rocks two (2) inches or more in diameter and any debris. Surfaces shall be graded free of rutting and potholes or depressions that exceed three (3) inches in depth or five (5) inches in diameter that may affect directional control of an aircraft. Should potholes or ruts develop, they shall be backfilled and compacted with similar or like kind runway surface material as soon as possible.
- Once each summer, or as determined by the airport manager, all brush and weeds will be cut and removed from around the runway, taxiway, and apron to ground level. This shall include minor brush cutting within the runway safety area and taxiway safety area which is thirty (30) feet beyond the edges of the runway and two hundred and forty (240) feet beyond the thresholds/ends, unless this encroaches on non-airport property, in which case brush cutting will stop at the property line.
- Once during the spring and once during the fall, assist the airport manager with full length and width grading of gravel surfaces. This shall be done to maintain smooth and consistently level surfaces in aircraft maneuvering areas.
- Proactively clear brush and vegetation away from the SREB, aircraft movement area, lighting systems, segmented circle, wind cones, threshold markers and any other airport visual aids on airport property.

18. SPRING AND SUMMER MAINTENANCE - DITCHES AND CULVERTS: All drainage ditches and culverts will be cleared of any debris that might obstruct drainage. The airport manager must be notified if a collapsed, blocked or otherwise obstructed culvert is discovered which is beyond the contractor's ability to repair.

19. SPRING AND SUMMER MAINTENANCE - ROADS: Roadways shall be maintained in a smoothly graded state over the entire width of the existing road surface. Roadways shall be sloped from the center to each side to allow water to drain from the road.

- Roadway surface will be kept free of rocks three (3) inches or more in diameter.
- As required, all brush or trees must be cut to ground level for a minimum distance of eight (8) feet from the edge of the traveled roadway surface.
- Equipment shall not be driven outside the contract service area for brush clearing without proper coordination with the airport manager for permitting purposes.

20. SIGNS, LIGHTS, MARKERS, & REFLECTORS: The state is responsible for the initial placement of wind cones, threshold markers, runway lights, segmented circle, reflectors, and signs. The contractor will be responsible for replacing any damaged, missing, or burnt-out items of this type. Light lenses must be replaced with the same color and style as the original. During the daily inspections, repair or replace any of these items and mark all items on the inspection list.

The contractor will request from the airport manager any materials necessary to repair or replace these items. The state will provide these materials unless the damage is due to negligence on the part of the contractor. If these items are damaged by the contractor's negligence, the contractor will replace these items at their own expense.

21. MAINTENANCE OF STATE EQUIPMENT: Maintenance of state equipment is coordinated by the State Equipment Fleet (SEF). The airport manager will provide SEF technician contact information to the contractor. The contractor shall provide all hand tools for performing routine daily maintenance. The state shall furnish all necessary fuel, Diesel Exhaust Fluid (DEF), oil, other lubricants, antifreeze and associated filters for use on state supplied equipment only. The contractor shall comply with the following requirements:

- A walkaround inspection shall be performed before and after operating equipment. A checklist provided by the airport manager will be completed for daily walkaround inspections. Any deficiencies should be reported as soon as possible to the airport manager.
- Check coolant, hydraulic system, battery, air filter gauge, DEF and oil levels before starting equipment to be certain that all are in the recommended operating range.
- The contractor shall be aware of equipment needing Diesel Particulate Filter Regeneration procedures, DEF, and its proper use and storage. DEF level should be checked and filled as needed before operation. This pertains primarily to equipment model years 2014 and newer but could exist on equipment as old as 2010. Contact your SEF technician for proper regen procedures.
- The equipment will be greased a minimum of once per week when being used. Fluid reservoirs that can be checked via dipstick, sight glass, or cap removable by hand should be checked for proper levels. Do not check fluid levels of sealed components with fill/drain plugs.
- Before freezing weather begins SEF technicians will winterize equipment. Equipment must be filled with an antifreeze mixture that assures protection to at least -50°F. Contact SEF if unsure if equipment is winterized. Inspect and test cranking and charging systems and all accessory heaters.
- Any time oil or fluids are changed, used oil, oil filters and used antifreeze shall be stored in suitable leak-proof containers and labeled as "used oil" or "used antifreeze" within the equipment storage building and shall not be disposed. The state will be responsible for disposal of these materials.
- All crawler tractor (dozer) frames (swing frames) must be cleaned of all debris after each use.
- Cutting edges will be changed whenever they are worn to within one (1) inch of the moldboard.
- The fan belt and alternator belt should be tight for proper cooling and battery charging. Should the batteries become discharged, they will be stored in a way to keep them from freezing.
- Vertical exhaust pipes/stacks must be kept covered when the equipment is not in use.
- If there are any defects with state owned equipment that the contractor is unable to repair, the airport manager must be advised immediately. For example, if the cutting edges of a blade need replacement and the contractor is unable to perform the work, the airport manager should be notified.
- Equipment shall not be operated in temperatures colder than -30°F unless an emergency condition exists. The contractor shall immediately notify the airport manager.
- Equipment should be started and attain proper running temperature prior to use. Once in operation, the equipment shall not be allowed to idle for more than 10 minutes in temperatures greater than 20°F and 20 minutes in temperatures less than 20°F.

22. NON-ROUTINE MAINTENANCE ON HEAVY EQUIPMENT: During non-routine maintenance such as an engine replacement, state crews with appropriate tools will be sent to the site to accomplish the work.

23. RENTED OR LEASED EQUIPMENT: If the contractor rents or leases any equipment for the performance of this contract, the contractor will be solely responsible for any expense or liability associated with the rental or lease agreement, unless authorized in advance by the airport manager.

24. FUEL REIMBURSEMENT: Fuel reimbursement shall only be authorized if pre-approved by the airport manager. Fuel receipts must be submitted to the airport manager and must include submitters printed name, equipment number, hour meter reading and hours worked. The airport manager will then evaluate the request and process for payment if approved. All requests for fuel reimbursement must be received by the airport manager within 30 days of the date on the fuel receipt.

25. STORING AND ORDERING SUPPLIES: The contractor is responsible for assuring all supplies and parts are stored, labeled and stocked in a safe and organized manner. This includes new and used fuels, oils, lubricants, and replacement parts. The contractor shall notify the airport manager when parts and supplies are required to assure timely procurement and delivery. The contractor will be responsible for the judicious use of state supplied materials, supplies and parts.

26. SPILLS: If a spill of any petroleum products including oils, fuels, lubricants, or solvents occurs on state property, the contractor will assess and contain the spill and immediately notify the airport manager and the DEC Response Team at (907) 269-3063 during normal business hours and (800) 478-9300 outside normal business hours. The contractor shall cordon off the spill site, photograph the area, and prepare a written statement of the event as soon as practicable. The contractor shall complete the Alaska State of Environmental Conservation Oil & Hazardous Substances Spill Notification Form located at <https://dec.alaska.gov/spar/ppr/spill-information/reporting/> and forward a copy to the airport manager.

In the event the contractor or their representative, causes a spill of fuel or other contaminants, the contractor is responsible for the reporting, containing, and cleanup of the spill. Failure to take proper action will result in no additional cost to the state.

27. ELECTRICITY: Where state furnished electricity is not available, the contractor will provide a power source with a minimum of 2,000 watts/120 volts to plug in and pre-heat equipment during winter months. Typical plug-in devices include transmission pad heater, oil pan heater, block (coolant) heater, and battery charger (maintainer). The contractor shall attempt to conserve electricity. Lights will remain off outside of the standard operating times for the airport unless there is an emergency.

28. UNAUTHORIZED USE & VANDALISM OF STATE ASSETS: The contractor will make reasonable efforts to secure and prevent the unauthorized use or vandalism to state equipment and buildings. The airport manager and local law enforcement must be informed of any such occurrence.

29. TRAINING: The contractor, subcontractor and employees shall attend airport training when provided by the state. When training occurs away from the airport all travel expenses will be paid by the state. The state reserves the right to withhold payment for failure to attend required training.

30. NOTAMS: Notice to Airmen (NOTAM), are advisory messages distributed to airport users by the FAA regarding airport conditions that may be hazardous. When advised by the contractor of hazardous conditions, the airport manager will issue a NOTAM describing the condition. **Note:** The airport manager may require the contractor to issue NOTAMs directly to the FAA Flight Service Station (FSS), under certain circumstances.

31. RUNWAY CONDITIONS AND CLOSURE PROCEDURES: Before beginning snow removal, the contractor shall contact the airport manager or AFSS to issue a NOTAM. When the work is completed, the NOTAM shall be canceled by contacting the airport manager or the AFSS.

Before entering the runway, the contractor shall make a "blind" radio transmission on the appropriate Common Traffic Advisory Frequency (CTAF) to announce intentions. For example: *"Akiak traffic, state maintenance grader entering runway 3/21 for snow removal. All traffic please advise"*. After completing work make a subsequent "blind" notice of departure from runway. While on the runway, announce the "blind" notice any time traffic is heard on the radio.

If at any time the contractor determines the runway is unsafe for use by aircraft, they shall immediately contact the airport manager or AFSS by the quickest means possible to inform them of the unsafe conditions.

ACCIDENT AT THE AIRPORT: If there is an aircraft accident, vehicular accident, or any other accident at the airport, the contractor shall notify the airport manager immediately. The airport manager will assist the contractor in completing any DOT&PF furnished accident report forms.

END OF SCOPE OF WORK