

STATE OF ALASKA INVITATION TO BID (ITB)



TITLE: AIRPORT RUNWAY SOLID DEICER – SODIUM FORMATE

ITB #2525H063

DATE ITB ISSUED: APRIL 11, 2025

This Invitation to Bid (ITB) is intended to result in a one year, mandatory use firm and as-needed quantities contract for the purchase and delivery of Sodium Formate for use at airport runways maintained by the State of Alaska, Department of Transportation & Public Facilities (DOT/PF).

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

BIDDER’S NOTICE: By signature on this form, the bidder certifies that they comply with the following:

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

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


<p>Chris Hunt Procurement Officer</p>  <p>Phone: (907) 465-8448 TDD: (907) 465-3124 Email: chris.hunt@alaska.gov</p>	<p>1) _____ COMPANY SUBMITTING BID</p> <p>2) _____ AUTHORIZED SIGNATURE</p> <p>3) _____ PRINTED NAME</p> <p>4) _____ DATE</p>	<p>5) _____ TELEPHONE NUMBER</p> <p>6) _____ ALASKA BUSINESS LICENSE NUMBER (Is name on license the same as Item 1?)</p> <p>7) _____ FEDERAL TAX ID NUMBER</p> <p>8) _____ E-MAIL ADDRESS</p>
<p>This procurement is being processed and administered under the DOT&PF delegation of procurement authority in accordance with AS 36.30.270 and COB #03-006.</p>		

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SECTION 1. INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE ITB

This Invitation to Bid (ITB) is intended to result in a one year, mandatory use firm and as-needed quantities contract for the purchase and delivery of Sodium Formate for use at airport runways maintained by the State of Alaska, Department of Transportation & Public Facilities (DOT/PF).

SEC. 1.02 CONTRACT FUNDING

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

SEC. 1.03 DEADLINE FOR RECEIPT OF BIDS

Bids must be received no later than 2:00 pm Alaska Time on May 5, 2025, at which time they will be publicly opened. Late bids or amendments will be considered non-responsive and will not be opened or accepted for evaluation.

SEC. 1.04 PRIOR EXPERIENCE

No specific minimums have been set for this ITB.

SEC. 1.05 REQUIRED REVIEW

Bidders shall carefully review this ITB for defects and questionable or objectionable material. Comments concerning defects and questionable or objectionable material in the ITB should be made in writing and received by the procurement officer at least ten days before the deadline for receipt of bids. This will allow time for an amendment to be issued if one is required. It will also help prevent the opening of a defective bid, upon which award cannot be made, and the resultant exposure of bidders' prices.

SEC. 1.06 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF BIDS

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

PROCUREMENT OFFICER:	Chris Hunt	PHONE:	907-465-8448
EMAIL:	chris.hunt@alaska.gov	FAX:	907-465-3124

SEC. 1.07 RETURN INSTRUCTIONS

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

Faxed or oral bids will not be accepted.

The sealed bids package(s) must be addressed and mailed as follows:

Department of Transportation & Public Facilities
Statewide Contracting and Procurement
Attention: Chris Hunt
Invitation to Bid (ITB) Number: 2525H063
ITB Title: AIRPORT RUNWAY SOLID DEICER – SODIUM FORMATE
PO Box 112500
3132 Channel Drive, Room 350
Juneau, Alaska 99811-2500

If using a delivery service, please use the following address:

Department of Transportation & Public Facilities
Attention: Chris Hunt
3132 Channel Drive, Room 350
Juneau, Alaska 99801

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

Please take into consideration that due to weather, scheduling, and location there is no overnight delivery service to Juneau, Alaska.

Electronic Submission:

If submitting a bid via email, the bid must be emailed to dotstatewideprocurement@alaska.gov as clearly labeled attachments, such as "Vendor A – bid.pdf". The email must contain the ITB number in the subject line.

The **maximum** size of a single email (including all text and attachments) that can be received by the state is **15 mb (megabytes)**. If the email containing the proposal exceeds this size, the bid must be sent in multiple emails that are each less than 15 megabytes and each email must comply with the requirements described above.

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

It is the offeror's responsibility to contact the issuing agency at (907) 465-8447 to confirm that the proposal has been received. The state is not responsible for unreadable, corrupt, or missing attachments.

See ITB SECTION 3.02 BID GUARANTEE – PERFORMANCE BOND – INDIVIDUAL SURETY DEPOSIT

Failure to submit a bid guarantee in the proper form and amount, by the time set for opening of bids, will cause the State to determine the bid non-responsive and reject the bid.

SEC. 1.08 ASSISTANCE TO BIDDERS WITH A DISABILITY

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 submit a bid should contact the Procurement Officer no later than ten days prior to the closing of the bid to make any necessary arrangements.

SEC. 1.09 AMENDMENTS TO BIDS

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

SEC. 1.10 AMENDMENTS TO THE ITB

If an amendment is issued before the deadline for receipt of bids, the amendment will be posted on the State of Alaska Online Public Notice (OPN) website. The link to the posting of the amendment will be provided to all who were notified of the ITB and to those who have registered with the procurement officer after receiving the ITB from the OPN.

SEC. 1.11 ITB SCHEDULE

The ITB schedule below represents the State of Alaska's best estimate of the schedule that will be followed. If a component of this schedule, such as the deadline for receipt of bids, is delayed, the rest of the schedule may be shifted accordingly. All times are Alaska Standard Time (AST).

ACTIVITY	TIME	DATE
Issue Date / ITB Released	N/A	April 11, 2025
Deadline for Receipt of Bids / Bid Due Date	2:00 PM AST	May 5, 2025
Bid Evaluations Complete	N/A	May 8, 2025
Notice of Intent to Award	N/A	May 8, 2025
Contract Issued	N/A	May 20, 2025

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

SEC. 1.12 PRE-BID CONFERENCE

No pre-bid conference will be held for this solicitation.

SEC. 1.13 ALTERNATE BIDS

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

SEC. 1.14 SUPPORTING INFORMATION

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

A bidder's failure to provide this supplemental information or the product sample(s), within the time set by the state, may cause the state to consider the offer non-responsive and reject the bid.

SEC. 1.15 FIRM, UNQUALIFIED, AND UNCONDITIONAL OFFER

To be responsive a bid must constitute a definite, firm, unqualified and unconditional offer to meet all the material terms of the ITB. Material terms are those that could affect the price, quantity, quality, or delivery. Also included as material terms are those which are clearly identified in the ITB, and which must be complied with at risk of bid rejection for non-responsiveness.

SECTION 2. CONTRACT INFORMATION

SEC. 2.01 SCOPE OF WORK

The contractor will source and deliver Sodium Formate for use at airport runways maintained by the State of Alaska, Department of Transportation & Public Facilities (DOT/PF).

SEC. 2.02 CONTRACT TERM

The length of the contract will be from the date of award, approximately May 20, 2025 through April 30, 2026, this contract contains no renewal options.

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

SEC. 2.03 CONTRACT TYPE

This contract is a Firm Fixed Price contract.

SEC. 2.04 PAYMENT FOR STATE PURCHASES

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

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

SEC. 2.05 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](https://doa.alaska.gov/dof/vendor.html) 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.

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

SEC. 2.06 PROMPT PAYMENT FOR STATE PURCHASES

The state is eligible to receive a 5% discount for all invoices paid within 15 business days from the date of receipt of the commodities or services and/or a correct invoice, whichever is later. The discount shall be taken on the full

invoice amount. The state shall consider payment being made as either the date a printed warrant is issued or the date an electronic funds transfer (EFT) is initiated.

SEC. 2.07 CONTRACT ADMINISTRATION

The administration of this contract is the responsibility of the procurement officer or person appointed by the Department of Transportation & Public Facilities, Division of Program Management and Administration, Statewide Supply and Services Section.

SEC. 2.08 CONTRACT PERFORMANCE LOCATION

The location(s) the work is to be performed, completed, and managed is the contractor's place of business.

The state will not provide workspace for the contractor. The contractor must provide its own workspace.

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

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

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

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

SEC. 2.09 PRODUCT AND PACKAGING SPECIFICATIONS

Products offered must meet all requirements of the Federal Aviation Administration (FAA) Advisory Circular 150/5200-30D (or most recent version). Material must be free flowing. Caked or clumped material will not be accepted.

EXCERPT FROM FAA AC 150/5200-30D, Chapter 4-6 Approved Chemicals:

a. 4.6.1 Airside Chemicals.

The FAA either establishes approval specifications or, upon acceptance, references the specifications of professional associations, such as SAE Aerospace Material Specifications (AMS), and the U.S. military (MIL-SPEC). The approved airside chemicals for runway and taxiway applications are fluid and solid products meeting a generic SAE or MIL specification. These specifications require vendors to provide airport operators with a lab certification stating the chemical conformed to the applicable specification and a material safety data sheet (MSDS) for handling the product. With the increased accountability placed on airport operators to manage deicing/anti-icing chemical runoff, they should request vendors to provide certain environmental

data. These data consist of information on pollutants the Environmental Protection Agency and the State Department of Natural Resources request of the airport operators in their discharge reporting requirements. Typically, the information includes percent product biodegradability, biochemical oxygen demand (BOD5), chemical oxygen demand (COD), pH, presence of toxic or hazardous components, if any, and remaining inert elements after application. MSDSs provide measures on how to secure large product spills and a 24-hour toll-free emergency phone number. While these fluid and solid specifications cover technical requirements for deicing/anti-icing products, they do not address the compatibility issue of combining products during operations. Airport operators, therefore, should query manufacturers about the safe and proper use of concurrently applying multiple deicers/anti-icers. The FAA-approved airside chemical specifications, which may be restricted by state or local environmental regulations, are as follows:

4.6.1.2 Solid De-icer/Anti-icer

4.6.1.2.1 Generic Solids.

The approved specification is the latest edition of SAE AMS 1431F (or most recent version), *Compound, Solid Runway and Taxiway Deicing/Anti-icing*. Approved solid compounds include airside urea, sodium formate, and sodium acetate.

SODIUM FORMATE

Particle size: 2mm-6mm

Packaged for delivery in:

A.) Bulk

B.) Bladder (Package size determined by bidder unless otherwise specified on the Bid Schedule. No deviation if specified.)

PACKAGING REQUIREMENTS

A.) **BULK REQUIREMENTS:** Bulk deliveries must be protected from weather and securely covered during shipment. Uncovered or unprotected deliveries exposed to the elements may be rejected for damages.

B.) **BLADDER REQUIREMENTS:** All bladders supplied by this contract must be new and delivered dry and undamaged. Open, torn or ripped bags shall be rejected. Rejected bags and replacement product shall be at the Contractor's expense. All bags shall be non-returnable and become the property of the State upon receipt and acceptance at the final destination. Bidders may determine the size of bladder as long as each bladder weighs **no less than 2000 lbs. and no greater than 2700 lbs.**, OR as specified on the Bid Schedule. (Some locations may have specific bladder size requirements, and these will be noted within those lots on the Bid Schedule).

Bladders must have 3-6 mil polyethylene liners that shall be adequately secured to provide a waterproof closure. The liner must be secured to the body of the bladder so that liners DO NOT separate from the body of the bag. The body of the bladder shall be made of 6-8 oz./sq. yd. uncoated woven polypropylene containing U.V. inhibitor, and the top of bladder, as well as top filling inlet, shall be made of 6 1/4 oz./sq. yd. uncoated woven polypropylene containing U.V. inhibitor. The top filling inlet of the bladder shall be 14" to 22" diameter x 16" to 21" tall, with nylon or similar type and strength of synthetic tie cord sewn on at mid-height. There shall be a 18" to 30" discharge chute on the bottom with a #6 nylon tie cord or 40" to 48" web tie. The bladders are to have four top lifting loops (minimum 6,000 lb. tensile strength nylon webbing). Loops must provide a minimum of 6,000 lb. tensile strength with a synthetic product similar in strength, durability and UV and water resistance such as polypropylene or nylon strap webbing. The length of each loop shall be no less than ten inches.

Bladders shall be secured to standard wooden non-returnable type pallet of suitable size to provide full coverage top and bottom deck. Pallets must be of appropriate strength with a slip sheet sufficient to prevent bags from settling between slats and of the appropriate size to accommodate loading and unloading of the vehicle chosen by the Contractor for delivery. Palletized bladders must be stretch wrapped with plastic of minimum thickness of 6 mils. At delivery, all pallet loads must be straight and stable, suitable for reshipping without further adjustments. Damaged pallets jeopardizing the useable condition of the product or hindering the safe off-loading, transfer and use of bladders shall be rejected at the Contractor's expense.

SEC. 2.10 EVIDENCE OF COMPLIANCE

Bidders must submit written confirmation with their bid that the product offered meets the specifications set forth in this ITB.

Bidders must submit the following with their bid:

1. Material Safety Data Sheets;
2. Certified independent laboratory test results from the manufacturer's initial preproduction test for the offered chemical. Test results must demonstrate clear indication that the offered chemical conforms to each specification set forth in this ITB; and
3. The most recent certified independent laboratory periodic test results. Test results must demonstrate clear indication that the offered chemical conforms to each specification set forth in this ITB; and
4. Acceptance Certification of Compliance tests from your four (4) most recent lot produced with Product Information, (Chemical name, lot number, date of production) and Test Results, (Total Water Content, pH, Flash Point, Chloride Content)

The State reserves the right to verify and approve evidence of compliance.

The Bidder's failure to submit the above evidence with their bid may cause the State to determine the bid non-responsive and reject the bid.

Throughout the contract term, the Contractor must submit proof of certified lab results within thirty (30) days of the State's written request.

SEC. 2.11 SAMPLING AND TESTING

The State may require sampling and testing throughout the contract period. Testing will be conducted at the State's laboratories using appropriate test methods according to the ITB's "Specifications" to determine if the product offered meets all requirements. The contractor will be allowed to observe the tests if requested in writing. If testing is performed at an independent lab, the contractor may be notified to redirect the sample to a laboratory as determined by the State. The State shall provide 48-hour advance notice to the contractor of the name, location and contact information of the independent lab performing the tests. If the product fails to meet the ITB specifications, the contractor will assume all financial responsibility of the test and the State will, at its option, reject the delivery [See PRODUCT REJECTION].

SEC. 2.12 PRODUCT REJECTION

Any product may be rejected if it fails to conform to the specifications. This includes the material, the packaging and the delivery requirements. If the product fails to meet specifications, the State will at its option cancel the contract or allow the contractor to replace the defective product. In no instance will the State pay any cost associated with the remedy for the defective product. The return shipment of refused product will be at the Contractor's expense at no additional cost to the State. At its option, the State may consider cost adjustments from the contractor in lieu of replacement product. The cost reduction shall be based on the State's assessment of damages as a result from either sampling and testing or the condition of the shipment upon delivery.

SEC. 2.13 THIRD-PARTY FINANCING AGREEMENTS NOT ALLOWED

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

SEC. 2.14 SUBCONTRACTORS

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

If a bid with subcontractors is selected, the bidder must provide the following information concerning each prospective subcontractor within five working days from the date of the state's request:

- complete name of the subcontractor;
- complete address of the subcontractor;
- type of work the subcontractor will be performing;
- percentage of work the subcontractor will be providing;
- evidence that the subcontractor holds a valid Alaska business license; and
- a written statement signed by each proposed subcontractor that clearly verifies that the subcontractor is committed to render the services required by the contract.

A bidder's failure to provide this information, within the time set, may cause the state to consider their bid non-responsive and reject it.

Note that if the subcontractor does not perform work within Alaska, they will not be required to hold an Alaska business license.

SEC. 2.15 JOINT VENTURES

Joint ventures will not be allowed.

SEC. 2.16 RIGHT TO INSPECT PLACE OF BUSINESS

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

SEC. 2.17 F.O.B. POINT

The F.O.B. points are various locations within the State of Alaska as specified on the "Bid Schedule". Specific address, contact name and phone number for each DOT/PF Maintenance Station are identified by Region and attached. The contractor will be required to prepare the items for shipping and to ship them to the ultimate destination specified in the State's order. Ownership of and title to the ordered items remains with the contractor until the items have been delivered to their final destination and are accepted by the State. **The cost of all shipping and delivery must be included in the bid price.**

SEC. 2.18 DELIVERY

Bid price must include freight to the final destination. The State will provide equipment and labor to off-load product at time of delivery. The contractor shall determine the type of vehicle used for all deliveries except those otherwise specified on the Bid Schedule. If utilizing a van, loads must be adequately stacked and spaced to allow for offloading without damage to the bladders or bags. The State will not accept vans that are double stacked or loads that are not properly secured to pallets and have shifted so severely that the load cannot be safely unloaded without damage. Bladders/bags may not overhang the pallet. Double-stacked vans or poorly secured loads will be rejected at the contractor's expense. The contractor shall remedy the rejected shipment within 72 hours.

A. Delivery of the "Firm Quantity" orders must include freight to the final destination. Deliveries must be made within the timeframe specified in the "Bid Schedule". The Bid Schedule identifies two dates for each location. These dates represent a "no sooner than" and "no later than" delivery requirements. Delivery **MUST** be made within this time period. By signature on page one of the ITB, the Bidder guarantees delivery to each location within the timeframe set forth in the "Bid Schedule."

B. Delivery of "As-Needed Quantity" orders to specified delivery addresses described in the next section must include freight to the final destination. Deliveries must be made within the allotted number of days as specified in the "Bid Schedule". Failure to make an entry in the space provided will be construed as an offer to deliver within the number of calendar days required after the receipt of an order. Bids that specify deliveries in excess of the number of calendar days after the receipt of an order will be considered non-responsive and the bids will be rejected. As-needed quantities are weather driven and for the sole purpose of replenishing depleted stock on hand in order to complete the current winter season.

- C. SPECIAL NOTE 1:** It is the Contractors responsibility to ensure that all vehicles used for deliveries comply with the current Commercial Vehicle Size, Weight and Permit Regulations (17 AAC Chapter 25) and Measurement Standards Regulations (17 AAC Chapter 90).

Contact and website links for the State of Alaska Department of Transportation & Public Facilities Division of Measurement Standards & Commercial Vehicle Enforcement (MS/CVE):

Division Email Address: MSCVE@alaska.gov

Main website: <http://dot.alaska.gov/mscve/index.cfm?go=mscve.main>

Bulletin: http://dot.alaska.gov/mscve/permits/forms/Weight_Restriction_Bulletin.pdf

Commercial Vehicle Customer Service Center (CVCSC):

<http://dot.alaska.gov/mscve/index.cfm?go=mscve.permits>

CVCSC Contact Information

Office Phone	Toll Free within Alaska	800-478-7636
	Within the Anchorage Area	365-1200
Office Fax	Toll Free within Alaska	866-345-2641
	Within the Anchorage Area	365-1221
From out of state, please call	Phone	907-365-1200
	Fax	907-365-1221
24 Hour Road Conditions	Phone: <i>Dial:</i>	511
<i>Travel in the Know</i>	Website:	511.alaska.gov

SEC. 2.19 PROOF OF DELIVERY OR WEIGHT TICKETS

For all bulk product deliveries, weight tickets are required and must be presented to the receiving on-site DOT/PF representative for signature at the time of delivery. Only computer generated weight tickets from State certified weigh scales will be accepted. For each delivery, the weight ticket must clearly identify the destination, the truck and driver, the gross weight, tare weight and net weight of each vehicle utilized in the delivery. Handwritten tickets will not be accepted. Double-draft weighing of vehicles is illegal per AS 45.75.050(d) and will not be accepted. Reference: <http://www.dot.alaska.gov/mscve/>.

For all bagged product deliveries, a Proof of Delivery (POD) must be presented to the receiving on-site DOT/PF representative at the time of delivery. Weight tickets and POD are required to identify the receiver's signature and printed name. The contractor's delivering agent is responsible to insure the printed name is legible. Shipments will be refused if POD or weight tickets are not presented at time of delivery. Shipments will be refused if POD's are not presented at time of delivery.

SEC. 2.20 DELIVERY TIME

The elapsed time between the time the state places an order and the time that order is actually shipped from the contractor's place of business must be entered in space provided under "BID SCHEDULE". This processing time is to remain constant throughout the life of the contract(s).

SEC. 2.21 DELIVERY CONFIRMATION

Bidders must obtain written confirmation from both the supplier and the shipper that the items offered are scheduled for production and transport in sufficient time to meet scheduled delivery dates. A copy of the supplier's and shipper's confirmation may be included with the bid or submitted within 30 calendar days of the State's request. The bidder's failure to provide these confirmation documents as required will cause the State to consider the bid non-responsive and reject the bid.

SEC. 2.22 ADVANCED NOTICE OF DELIVERY**For deliveries for the Anchorage International Airport (TSAIA):**

The contractor must provide the State 48 hours advance notice of each delivery. Failure to provide advance notice may delay the State's ability to accept the shipment. The contact information for each destination may be found in Attachment A.

An additional notice of delivery is required by the trucking company / delivery driver no less than 30 minutes prior to delivery arriving at the airport.

After normal business hours, most State maintenance yards are unattended, yet secured and therefore inaccessible. Therefore, deliveries will only be accepted at the final destination during normal State business hours; Monday through Friday, excluding State holidays, between 8:00 am and no later than 3:30 pm unless other prior arrangements are made with the State's designated contacts as instructed above.

For all other delivery locations:

The contractor must provide the State 48 hours advance notice of each delivery. Failure to provide advance notice may delay the State's ability to accept the shipment. The contact information for each destination may be found in Attachment A.

After normal business hours, most State maintenance yards are unattended, yet secured and therefore inaccessible. Therefore, deliveries will only be accepted at the final destination during normal State business hours; Monday through Friday, excluding State holidays, 8:00 am to 4:30 pm unless other prior arrangements are made with the State's designated contact as instructed above.

All stations must be available for deliveries with no penalty to the Contractor during those designated normal business hours. **All deliveries made after normal business hours** must be pre-approved by the State's designated contact for that destination. However, prior approval to deliver outside normal business hours is not guaranteed due to lack of available personnel or other scheduling conflicts. Any additional costs (personnel and equipment) incurred by the State to accommodate deliveries made outside normal business hours will be solely at the Contractor's expense.

Note: Overtime wages and minimum call out requirements are subject to the State Office of Personnel and union bargaining agreements. Disclosure of the approximate amount of additional costs may be acquired upon

request from the State's designated contact at the time the arrangement is made. Upon the State's request, the Contractor shall submit in writing, their acceptance of responsibility for any additional costs and their intended delivery schedule. With the Contractor's 48-hour advance notice of delivery, DOT personnel will meet deliveries and be available to assist with the off-loading of bladders only. The type and availability of off-loading equipment may vary at each destination. The Contractor shall confirm the available equipment with the destination contact, as noted on the Bid Schedule, prior to delivery. Additional equipment necessary to complete the delivery must be provided by the Contractor.

SEC. 2.23 DELIVERY EQUIPMENT

- A. Bulk Deliveries - will be accepted in end dumps or side dumps. Belly dumps will not be accepted.
- B. Bladder Deliveries –The State will not accept double stacked or loads that are not properly secured to pallets and have shifted so severely that the load cannot be safely unloaded without damage. Bladders/bags may not overhang the pallet. Double-stacked trucks or poorly secured loads will be rejected at the Contractor's expense.

SEC. 2.24 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES

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

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

SEC. 2.25 LIQUIDATED DAMAGES FOR LATE DELIVERY

The state will include liquidated damages in this contract to ensure its timely completion. Late delivery will cause the State to suffer damages. Actual damages will be difficult to assess; therefore, it is mutually agreed that the contractor will pay the state damages at the rate of \$100 dollars per occurrence for each calendar day beyond the delivery date called for in the ITB.

SEC. 2.26 SHIPPING DAMAGE

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

SEC. 2.27 CONTRACT CHANGES – UNANTICIPATED AMENDMENTS

During the course of this contract, the contractor may be required to perform additional work. That work will be within the general scope of the initial contract. When additional work is required, the state will provide the contractor a written description of the additional work and request the contractor to submit a firm time schedule

for accomplishing the additional work and a firm price for the additional work. Cost and pricing data must be provided to justify the cost of such amendments per AS 36.30.400.

The contractor will not commence additional work until the procurement officer has secured required state approvals necessary and issued a written contract amendment.

SEC. 2.28 CONTINUING OBLIGATION OF CONTRACTOR

Notwithstanding the expiration date of a contract resulting from this ITB, the contractor is obligated to fulfill its responsibilities until warranty, guarantee, maintenance, and parts availability requirements have completely expired.

SEC. 2.29 BILLING INSTRUCTIONS - INVOICES

Invoices must be sent directly to the ordering Regional Office as identified below. The ordering agency will only make payment after receipt of the product, the itemized invoice and weight ticket or Proof of Delivery (POD). Questions concerning payment must be addressed to the ordering Region.

Invoices must be submitted as follows:

1. One invoice per “Marked For” location.
2. Invoices must clearly identify the Purchase Order and Lot number, item description, quantity, unit price and extended price.
3. Weight ticket or POD, signed with name printed must accompany invoices –
 - Delivery agents for the Contractor are responsible for insuring that the printed name is legible on the weight ticket or POD.
 - POD’s must clearly identify the date delivered, item description to include color of paint and tote number and quantity.
 - Weight tickets must clearly identify the truck and driver, the gross weight, tare weight and net weight of each vehicle used to make a delivery, the date delivered, quantity, and “Marked For” destination.

Invoices for partial deliveries will not be accepted. Partial payments will not be made. Invoices must be submitted to the appropriate regional office as follows:

- A. Central Region: By email to: dot.cr.accounts payable@alaska.gov and Joel.balzer@alaska.gov
- B. Northern Region: By email to: dot.nr.accounts payable@alaska.gov
- C. Southcoast Region: By email to: dot.sr.accounting@alaska.gov

SEC. 2.30 WARRANTY

This section does not apply to this ITB.

SEC. 2.31 PACKAGING

The cost of all packaging must be included in the price bid. All packaging must be new and suitable for shipment and short-term warehouse and outdoor storage.

SEC. 2.32 ORDERS

At this time, funding prevents the State’s use of IRIS to issue individual Purchase Orders. Orders under this ITB will be placed by Delivery Order issued from the Statewide Contracting and Procurement Office. It is the State’s intent to issue the Delivery Order(s) by May 20, 2025. If required, any as-needed orders will be placed no later than March 15, 2026. Orders will identify the method of shipping containers (truck, bladder or tote) required for each location. Minimum orders will be identified on the Bid Schedule. The State guarantees no minimum or maximum for as-needed orders.

SEC. 2.33 FIRM QUANTITIES

The firm quantities referenced in this ITB represent the State's firm quantity purchase.

SEC. 2.34 AS-NEEDED QUANTITIES

The as-needed quantities referenced in this ITB are sample representative and are only for the purpose of evaluation. The state does not guarantee any minimum purchase. Orders will be issued throughout the contract period on an as-needed basis. The State guarantees no minimum or maximum orders. As-needed quantities are weather driven and for the sole purpose of replenishing depleted stock on hand in order to complete the current winter season.

SEC. 2.35 PACKAGING

The cost of all packaging must be included in the price bid. All packaging must be new and suitable for shipment

SEC. 2.36 PRICE DECREASE

During the period of the contract all price decreases experienced by the contractor must be passed on to the state. A contractor's failure to strictly and faithfully adhere to this clause, within the time required, will be considered in breach of contract.

SEC. 2.37 MANDATORY VOLUME REPORTING

Within thirty (30) calendar days prior to the expiration date of each one-year term of the contract, the Contractor must furnish a volume report of the past year's use by F.O.B. destination. The report must identify each item found on the Bid Schedule and accurately state the number of each item purchased by F.O.B. destination. The report must be submitted electronically in MS Excel format and emailed to the procurement Officer of record. The Contractor's failure to provide this information in a timely manner may cause the State to cancel the contract.

SEC. 2.38 INDEMNIFICATION

The contractor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act of the contractor under this agreement. The contractor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the contractor and the independent negligence of the contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis.

“Contractor” and “contracting agency”, as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term “independent negligence” is

negligence other than in the contracting agency's selection, administration, monitoring, or controlling of the contractor and in approving or accepting the contractor's work.

SEC. 2.39 INSURANCE

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

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

Proof of insurance is required for the following:

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

SECTION 3. BID FORMAT AND CONTENT

SEC. 3.01 BID FORMS

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

BIDDER'S CERTIFICATION

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

- B. the laws of the State of Alaska;
- C. the applicable portion of the Federal Civil Rights Act of 1964;
- D. the Equal Employment Opportunity Act and the regulations issued thereunder by the state and federal government;
- E. the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the state and federal government and certifies that programs, services, and activities provided to the general public on behalf of the State under a contract resulting from this solicitation comply with the Americans with Disabilities Act of 1990, 28 CFR, Part 35, Subpart B 35.130;
- F. all terms and conditions set out in this ITB;
- G. the price(s) submitted was arrived at independently arrived and without collusion, under penalty of perjury; and
- H. that the bid will remain open and valid for at least 90 days.

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

CONFLICT OF INTEREST

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

SEC. 3.02 BID GUARANTEE – PERFORMANCE BOND – INDIVIDUAL SURETY DEPOSIT

Bid Guarantee

Bids must be accompanied by a bid guarantee in the form of a Certified or Cashier's check in the amount of **\$5,000.00** made payable to the State of Alaska. Bid Bonds will not be accepted. The bid guarantee of each successful bidder will be retained until that bidder has furnished a satisfactory Performance Bond or Individual Surety. If the successful bidder fails to deliver the required Performance Bond or Individual Surety within

fourteen (14) days from the date the bidder receives notice from the procurement officer, the bid guarantee will be forfeited to the State of Alaska. The bid guarantee of each unsuccessful bidder will be returned as soon as practical after the award has been made. The Bid Guarantee shall be submitted under the name appearing on the bidder's current Alaska business license.

Failure to submit a bid guarantee in the proper form and amount, by the time set for opening of bids, will cause the State to determine the bid non-responsive and reject the bid.

Performance Bond

Any posted performance bond will ensure performance over the entire term of the contract. In the event it becomes necessary for the State to cancel the contract issued as a result of this ITB due to non-compliance during the term of the contract, regardless of the circumstances or time remaining on the contract, the bonding company shall well and truly perform and complete all obligations and work under said contract in accordance with the terms of the performance bond. The performance bond is to be in the total contract value. Performance Bonds shall be submitted under the name appearing on the bidder's current Alaska business license.

Individual Surety Deposit

In lieu of a performance and payment bond, a successful bidder may post an individual surety to ensure performance over the entire term of the contract. In the event it becomes necessary for the State to cancel the contract issued as a result of this ITB due to non-compliance during the term of the contract, regardless of the circumstances or time remaining on the contract, the individual surety will be declared as liquidated damages and become due and payable to the State. By signature on this ITB, the bidder acknowledges this condition and voluntarily relinquishes any and all claims to the entire individual surety. The individual surety shall be submitted under the name appearing on the bidder's current Alaska business license. The individual surety may be in any of the following forms:

- CERTIFIED OR CASHIER'S CHECK: A certified or cashier's check, made payable to the State of Alaska in the amount of the total contract value.

OR

- SPECIAL NOTICE ACCOUNT OR CERTIFICATE OF DEPOSIT: A special notice account book or certificate of deposit, made payable to the State of Alaska in the amount of the total contract value

Failure to supply this document within the time required will cause the State to declare the bidder non-responsive and to reject the bid.

SEC. 3.03 PRICES

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

SECTION 4. EVALUATION AND CONTRACTOR SELECTION

SEC. 4.01 EVALUATION OF BIDS

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

SEC. 4.02 APPLICATION OF PREFERENCES

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

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

- Alaska Military Skills Program Preference – AS 36.30.321(l)
- Alaska Products Preference - AS 36.30.332
- Recycled Products Preference - AS 36.30.337
- Local Agriculture and Fisheries Products Preference - AS 36.15.050
- Employment Program Preference - AS 36.30.321(b)
- Alaskans with Disabilities Preference - AS 36.30.321(d)

The Division of Vocational Rehabilitation in the Department of Labor and Workforce Development keeps a list of qualified employment programs and individuals who qualify as persons with a disability. As evidence of a business' or an individual's right to the Employment Program or Alaskans with Disabilities preferences, the Division of Vocational Rehabilitation will issue a certification letter. To take advantage of these preferences, a business or individual must be on the appropriate Division of Vocational Rehabilitation list prior to the time designated for receipt of proposals. Bidders must attach a copy of their certification letter to the proposal. **A bidder's failure to provide this certification letter with their proposal will cause the state to disallow the preference.**

SEC. 4.03 ALASKA BIDDER PREFERENCE

An Alaska Bidder Preference of 5% will be applied to the total bid price. The preference will be given to a bidder who:

- 1) holds a current Alaska business license prior to the deadline for receipt of bids;
- 2) submits a bid for goods or services under the name appearing on the bidder's current Alaska business license;

- 3) has maintained a place of business within the state staffed by the bidder, or an employee of the bidder, for a period of six months immediately preceding the date of the bid;
- 4) is incorporated or qualified to do business under the laws of the state, is a sole proprietorship and the proprietor is a resident of the state, is a limited liability company (LLC) organized under AS 10.50 and all members are residents of the state, or is a partnership under AS 32.06 or AS 32.11 and all partners are residents of the state; and
- 5) if a joint venture, is composed entirely of ventures that qualify under (1)-(4) of this subsection.

Alaska Bidder Preference Certification Form

To receive the Alaska Bidder Preference, the bid must include the Alaska Bidder Preference Certification Form attached to this ITB. A bidder does not need to complete the Alaska Veteran Preference questions on the form if not claiming the Alaska Veteran Preference. A bidder's failure to provide this completed form with their bid will cause the state to disallow the preference.

SEC. 4.04 ALASKA VETERAN PREFERENCE

An Alaska Veteran Preference of 5%, not to exceed \$5,000, will be applied to the total bid price. The preference will be given to a bidder who qualifies under AS 36.30.990(2) as an Alaska Bidder and is a:

- a) sole proprietorship owned by an Alaska veteran;
- b) partnership under AS 32.06 or AS 32.11 if a majority of the partners are Alaska veterans;
- c) limited liability company organized under AS 10.50 if a majority of the members are Alaska veterans; or
- d) corporation that is wholly owned by individuals, and a majority of the individuals are Alaska veterans.

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

Alaska Veteran Preference Certification

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

SEC. 4.05 ALASKA MILITARY SKILLS PROGRAM PREFERENCE

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

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

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

Alaska Military Skills Program Preference Certification

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

In addition, proof of graduation of the qualifying employee from an eligible program as described in AS 36.30.321(l) must be provided to the Procurement Officer at time of bid submission. Bidders must provide clarification or additional information requested by the Procurement Officer related to the preference not later than 5:00 PM Alaska Time one (1) business day following the date of the request. Failure to provide sufficient documentation will result in the bidder not receiving the Military Skills Program Preference.

SEC. 4.06 USE OF LOCAL FOREST PRODUCTS

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

SEC. 4.07 LOCAL AGRICULTURAL AND FISHERIES PRODUCT PREFERENCE

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

SEC. 4.08 ALASKA PRODUCT PREFERENCE

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

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

Products are classified in one of three categories:

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

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

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

Brand Offered

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

Brand of Product Changes

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

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

SEC. 4.09 EMPLOYMENT PROGRAM PREFERENCE

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

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

SEC. 4.10 ALASKANS WITH DISABILITIES PREFERENCE

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

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

SEC. 4.11 PREFERENCE QUALIFICATION LETTER

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

SEC. 4.12 EXTENSION OF PRICES

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

SEC. 4.13 METHOD OF AWARD

Award will be made by lot to the lowest responsive and responsible Bidder. There is 1 lot. In order to be considered responsive for a lot, Bidders must bid on all items within that lot.

SEC. 4.14 NOTICE OF INTENT TO AWARD

After the responses to this ITB have been opened and evaluated, a tabulation of the bids will be prepared. This tabulation, called a Notice of Intent to Award, serves two purposes. It lists the name of each company or person that offered a bid and the price they bid. It also provides notice of the state's intent to award a contract(s) to the bidder(s) indicated. A copy of the Notice of Intent will be sent to each company or person who responded to the ITB. Bidders identified as the apparent low responsive bidders are instructed not to proceed until a Purchase Order, Contract Award, Lease, or some other form of written notice is given by the procurement officer. A company or person who proceeds prior to receiving a Purchase Order, Contract Award, Lease, or some other form of written notice from the procurement officer does so without a contract and at their own risk.

SECTION 5. GENERAL PROCESS AND LEGAL INFORMATION

SEC. 5.01 INFORMAL DEBRIEFING

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

SEC. 5.02 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES

Prior to the award of a contract, a bidder must hold a valid Alaska business license. However, to receive the Alaska Bidder Preference and other related preferences, such as the Alaska Veteran Preference and Alaskans with Disabilities Preference, a bidder must hold a valid Alaska business license prior to the deadline for receipt of bids. Bidders should contact the **Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing, PO Box 110806, Juneau, Alaska 99811-0806**, for information on these licenses. Acceptable evidence that the bidder possesses a valid Alaska business license may consist of any one of the following:

- copy of an Alaska business license,
- certification on the bid that the bidder has a valid Alaska business license and has included the license number in the bid,
- a canceled check for the Alaska business license fee,
- a copy of the Alaska business license application with a receipt stamp from the state's occupational licensing office, or
- a sworn and notarized statement that the bidder has applied and paid for the Alaska business license.

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

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

Prior the deadline for receipt of bids, all bidders must hold any other necessary applicable professional licenses required by Alaska Statute.

SEC. 5.03 AUTHORITY

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

SEC. 5.04 COMPLIANCE

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

SEC. 5.05 SUITABLE MATERIALS, ETC.

Unless otherwise specified in this ITB, all materials, supplies or equipment offered by a bidder shall be new, unused, and of the latest edition, version, model, or crop and of recent manufacture.

SEC. 5.06 SPECIFICATIONS

Unless otherwise specified in this ITB, product brand names or model numbers specified in this ITB are examples of the type and quality of product required and are not statements of preference. If the specifications describing an item conflict with a brand name or model number describing the item, the specifications govern. Reference to brand name or number does not preclude an offer of a comparable or better product, if full specifications and descriptive literature are provided for the product. Failure to provide such specifications and descriptive literature may be cause for rejection of the offer.

SEC. 5.07 WORKMANSHIP AND MATERIALS

All work must be performed in a thorough and workmanlike manner and in accordance with current industry practices. The contractor will be held responsible for the quality of the finished item. The State will reject any item that does not meet the specifications of the ITB. Rejected items will be returned to the contractor at the contractor's risk and expense.

SEC. 5.08 CONTRACTOR SITE INSPECTION

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

SEC. 5.09 ORDER DOCUMENTS

Except as specifically allowed under this ITB, an ordering agency will not sign any vendor contract. The state is not bound by a vendor contract signed by a person who is not specifically authorized to sign for the state under this ITB. Unless otherwise specified in this ITB, the State of Alaska Purchase Order, Contract Award and Delivery Order are the only order documents that may be used to place orders against the contract(s) resulting from this ITB.

SEC. 5.10 HUMAN TRAFFICKING

By signature on their bid, the bidder certifies that the bidder is not established and headquartered or incorporated and headquartered in a country recognized as Tier 3 in the most recent United States Department of State's Trafficking in Persons Report.

The most recent United States Department of State's Trafficking in Persons Report can be found at the following website: <http://www.state.gov/j/tip/>

Failure to comply with this requirement will cause the state to reject the bid as non-responsive or cancel the contract.

SEC. 5.11 RIGHT OF REJECTION

Bidders must comply with all the terms of the ITB, the State Procurement Code (AS 36.30), and all applicable local, state, and federal laws, codes, and regulations. The procurement officer may reject any bid that does not comply with all the material and substantial terms, conditions, and performance requirements of the ITB.

Bidders may not qualify the bid nor restrict the rights of the state. If a bidder does so, the procurement officer may determine the bid to be a non-responsive counteroffer and the bid may be rejected.

Minor informalities that:

- do not affect responsiveness,
- are merely a matter of form or format,
- do not change the relative standing or otherwise prejudice other bidders,
- do not change the meaning or scope of the ITB,
- are trivial, negligible, or immaterial in nature,
- do not reflect a material change in the work, or
- do not constitute a substantial reservation against a requirement or provision,

may be waived by the procurement officer.

The state reserves the right to refrain from making an award if it is determined to be in the state's best interest. **A bid from a debarred or suspended bidder shall be rejected.**

SEC. 5.12 STATE NOT RESPONSIBLE FOR PREPARATION COSTS

The state will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any bid.

SEC. 5.13 DISCLOSURE OF BID CONTENTS

All bid prices become public information at the bid opening. After the deadline for receipt of bids, all other bid material submitted become the property of the State of Alaska and may be returned only at the state's option. AS 40.25.110 requires public records to be open to reasonable inspection. All other bid information will be held in confidence during the evaluation process and prior to the time a Notice of Intent to Award is issued. Thereafter, bids will become public information.

The Office of Procurement and Property Management (OPPM), or their designee recognizes that some information a bidder submits might be confidential under the United States or the State of Alaska Constitution, a federal statute or regulation, or a State of Alaska statute: i.e., might be confidential business information (CBI). See, e.g., article 1, section 1 of the Alaska Constitution; AS 45.50.910 – 45.50.945 (the Alaska Uniform Trade

Secrets Act); *DNR v. Arctic Slope Regional Corp.*, 834 P.2d 134, 137-39 (Alaska 1991). For OPPM or their designee to treat information a bidder submits with its bid as CBI, the bidder must do the following when submitting their bid: (1) mark the specific information it asserts is CBI; and (2) for each discrete set of such information, identify, in writing, each authority the bidder asserts make the information CBI. If the bidder does not do these things, the information will become public after the Notice of Intent to Award is issued. If the bidder does these things, OPPM or their designee will evaluate the bidder's assertion upon receiving a request for the information. If OPPM or their designee reject the assertion, they will, to the extent permitted by federal and State of Alaska law, undertake reasonable measures to give the bidder an opportunity to object to the disclosure of the information.

SEC. 5.14 ASSIGNMENTS

Per 2 AAC 12.480, the contractor may not transfer or assign any portion of the contract without prior written approval from the procurement officer. Bids that are conditioned upon the state's approval of an assignment will be rejected as non-responsive.

SEC. 5.15 FORCE MAJEURE (IMPOSSIBILITY TO PERFORM)

The parties to a contract resulting from this ITB are not liable for the consequences of any failure to perform, or default in performing, any of its obligations under the contract, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the respective party.

For the purposes of this ITB, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.

SEC. 5.16 DEFAULT

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

SEC. 5.17 DISPUTES

If the contractor has a claim arising in connection with the contract that it cannot resolve with the state by mutual agreement, it shall pursue the claim, if at all, in accordance with the provisions of AS 36.30.620 – AS 36.30.632.

SEC. 5.18 SEVERABILITY

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

SEC. 5.19 CONTRACT CANCELLATION

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

SEC. 5.20 GOVERNING LAW; FORUM SELECTION

A contract resulting from this ITB is governed by the laws of the State of Alaska. To the extent not otherwise governed by Section 5.15 of this ITB, any claim concerning the contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

SEC. 5.21 QUALIFIED BIDDERS

Per 2 AAC 12.875, unless provided for otherwise in the ITB, to qualify as a bidder for award of a contract issued under AS 36.30, the bidder must:

- 1) Add value in the contract by actually performing, controlling, managing, or supervising the services to be provided; or
- 2) Be in the business of selling and have actually sold on a regular basis the supplies that are the subject of the ITB.

If the bidder leases services or supplies or acts as a broker or agency in providing the services or supplies to meet these requirements, the procurement officer may not accept the bidder as a qualified bidder under AS 36.30.

SEC. 5.22 FEDERALLY IMPOSED TARIFFS

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

- **Notification of Changes:** The contractor must promptly notify the procurement officer in writing of any new, increased, or decreased federal excise tax or duty that may result in either an increase or decrease in the contact price and shall take appropriate action as directed by the procurement officer.
- **After-imposed or Increased Taxes and Duties:** Any federal excise tax or duty for goods or services covered by this contract that was exempted or excluded on the contract award date but later imposed on the contractor during the contract period, as the result of legislative, judicial, or administrative action may result in a price increase provided:
 - a) The tax or duty takes effect after the contract award date and isn't otherwise addressed by the contract.

b) The contractor warrants, in writing, that no amount of the newly imposed federal excise tax or duty or rate increase was included in the contract price, as a contingency or otherwise.

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

SEC. 5.23 PROTEST

AS 36.30.560 provides that an interested party may protest the content of the ITB.

An interested party is defined in 2 AAC 12.990(a) (7) as "an actual or prospective bidder or bidder whose economic interest might be affected substantially and directly by the issuance of a contract solicitation, the award of a contract, or the failure to award a contract."

If an interested party wishes to protest the content of a solicitation, the protest must be received, in writing, by the procurement officer at least ten days prior to the deadline for receipt of bids.

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

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

A protester must have submitted a bid to have sufficient standing to protest the proposed award of a contract. Protests must include the following information:

- the name, address, and telephone number of the protester,
- the signature of the protester or the protester's representative,
- identification of the contracting agency and the solicitation or contract at issue,
- a detailed statement of the legal and factual grounds of the protest including copies of relevant documents, and
- the form of relief requested.

Protests filed by telex or telegram are not acceptable because they do not contain a signature. Fax copies containing a signature are acceptable.

The procurement officer will issue a written response to the protest. The response will set out the procurement officer's decision and contain the basis of the decision within the statutory time limit in AS 36.30.580. A copy of the decision will be furnished to the protester by certified mail, fax or another method that provides evidence of receipt.

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

SECTION 6. ATTACHMENTS

SEC. 6.01 ATTACHMENTS

Attachments:

1. Bid Schedule (pages 35- 36) **Complete and submit with bid**
2. Bid Submission Cover Sheet (pages 37 -41) **Complete and submit with bid**
3. Alaska Preference Certification Form (Pages 42-45) **Complete and submit with bid if applicable**
4. Bid Response Deliverables Checklist (page 46)
5. Attachment A DOT/PF Maintenance Stations pages (47-54)

BID SCHEDULE

Lot 1 - Sodium Formate per Specification #1 delivered in bulk

F.O.B. Point: Anchorage International Airport - 5740 DeHavilland Dr., Anchorage, Alaska 99502

Contact: Nick Ebell

Ph: 907-266-2425

Email: nick.ebell@alaska.gov

Lot 1(A)1 Firm Quantity Order:

Item #	Qty.	Unit	Description	Shipping Size	Unit Cost	Shipping Cost Per Unit	Extended Cost	Deliver Not Before	Deliver No Later Than
1	1000	ton	Sodium Formate	Bulk	\$ _____	\$ _____	\$ _____	August 1, 2025	September 1, 2025

(Note: Not required to be delivered by Conveyor Truck)

For evaluation purposes, enter the number of tons per truckload: _____

F.O.B. Point: Anchorage International Airport - 5740 DeHavilland Dr., Anchorage, Alaska 99502

Contact: Nick Ebell

Ph: 907-266-2425

Email: nick.ebell@alaska.gov

Lot 1(A)2 As-Needed Order:

Item #	Qty.	Unit	Description	Shipping Size	Unit Cost	Shipping Cost Per Unit	Extended Cost
1	500	ton	Sodium Formate	Bulk	\$ _____	\$ _____	\$ _____

(Note: Not required to be delivered by Conveyor Truck)

For evaluation purposes, enter the number of tons per truckload: _____

Guaranteed Availability: _____ days from receipt of order.

(Bidders who offer availability in excess of thirty (30) days after receipt of order will be declared non-responsive.)

TITLE: Airport Runway Solid Deicer – Sodium Formate

BID SCHEDULE - Continued

F.O.B. Point: Homer Airport - 2320 Kachemak Drive, Homer, AK 99603

Contact: Kevin Jones

Ph:(907) 235-5217 / Cell: 399-4069

Email: kevin.jones@alaska.gov

Lot 1(A)3 Firm Quantity Order:

Item #	Qty.	Unit	Description	Shipping Size	Unit Cost	Shipping Cost Per Unit	Extended Cost	Deliver Not Before	Deliver No Later Than
1	150	ton	Sodium Formate	Bulk	\$ _____	\$ _____	\$ _____	July 1, 2025	September 1, 2025

(Note: Not required to be delivered by Conveyor Truck) Must be delivered with a Conveyor Trailer

For evaluation purposes, enter the number of tons per truckload: _____

F.O.B. Point: Fairbanks International Airport - 5801 Airport Industrial Rd., Fairbanks, Alaska 99709

Contact: Jason Jacobs

Ph: 907-474-2506

Email: jason.jacobs@alaska.gov

Lot 1(A)4 As-Needed Order:

Item #	Qty.	Unit	Description	Shipping Size	Unit Cost	Shipping Cost Per Unit	Extended Cost
1	44	ton	Sodium Formate	Bulk	\$ _____	\$ _____	\$ _____

The State will order a minimum of one truckload.

For evaluation purposes, enter the number of tons per truckload: _____

Guaranteed Availability: _____ days from receipt of order.

(Bidders who offer availability in excess of thirty (30) days after receipt of order will be declared non-responsive.)

Total Extended Cost for Lot 1(A)1	\$ _____
Total Extended Cost for Lot 1(A)2	\$ _____
Total Extended Cost for Lot 1(A)3	\$ _____
Total Extended Cost for Lot 1(A)4	\$ _____
Grand Total Extended Cost for Lot 1 (A)1 +1(A) 2+1(A) 3 +1(A) 4 =	\$ _____

Indicate the number of lbs. per Truck load: _____

Brand and chemical offered: _____
 (The Bidder's failure to provide the brand and chemical offered may cause the bid to be declared non-responsive and the bid rejected.)

ATTACHMENT 2
Bid Submission Cover Sheet

PROJECT INFORMATION

ITB NUMBER: 2525H063

PROJECT NAME: Airport Runway Solid Deicer – Sodium Formate

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?

<input type="checkbox"/> YES <input type="checkbox"/> 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)

Solicitation Number	
Project Description	
Business Name	
Alaska Business License Number	

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

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

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

SIGNATURE

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

Printed Name:	
Title:	
Date:	
Signature:	

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

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

Alaska Bidder Preference Questions

1	Does your business hold a current Alaska business license per AS 36.30.990(2)(A)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2	Is your business submitting a bid or proposal under the name appearing on the Alaska Business license identified above? Per AS36.30.990 (2)(B)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3	Has your business maintained a place of business within the state staffed by the bidder or offeror or an employee of the bidder or offeror for a period of six months immediately preceding the date of the bid or proposal per AS 36.30.990 (2)(C)?	<input type="checkbox"/> Yes <input type="checkbox"/> No

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

Physical Place of Business Address	
City	
Zip Code	

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

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

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

1	Do you certify the bidder or offeror, or, at least one employee of the bidder or offeror is physically present in the state with the intent to remain in Alaska indefinitely and to make a home in the state per AS 16.05.415(a)(2)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2	Do you certify the resident(s) used to meet this requirement has maintained a domicile in Alaska for the 12 months immediately preceding the deadline set for receipt of bids or proposals per AS 16.05.415(a)(2)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3	Do you certify the resident(s) used to meet this requirement is only claiming residency in Alaska per AS 16.05.415(a)(3)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4	Do you certify the resident used to meet this requirement is not obtaining benefits under a claim of residency in another state, territory, or country per As 16.05.415 (a)(4)?	<input type="checkbox"/> Yes <input type="checkbox"/> No

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

1	Incorporated or qualified to do business under the laws of the state?	<input type="checkbox"/> Yes <input type="checkbox"/> No
---	---	--

If yes, enter the current Alaska Corporate Entity Number:

Indicate below how your business is organized:

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

BID RESPONSE DELIVERABLES CHECKLIST:

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

BID RESPONSE CHECKLIST ITEMS:

- Completed ITB -Page 1
- Conflict of Interest Statement –Pages 20 & 39
- Bid Guarantee -Page 20
- Evidence of Compliance – Page 11 & 12
- Completed Bid Schedule Pages 35 – 36 Bid Submission Cover sheet – Pages 37 -41
- Alaska Preference Certification Form (if applicable) –Pages 42-45
- All mandatory return Amendments

***Note:** Award will be made by lot to the lowest responsive and responsible Bidder. There is 1 lot. In order to be considered responsive for a lot, Bidders must bid on all items within that lot.

May other State of the Alaska political subdivisions such as cities, towns, boroughs and school districts at their option purchase from this contract? (Check one) yes____ no____
(The bidder’s response does not affect the evaluation of the bid nor award of the contract.)

ATTACHMENT A DOT&PF Maintenance Stations

CENTRAL REGION			
F.O.B. POINT	Contact Name:	Contact Phone:	Cell:
Anch. Int'l Airport: Field Maint. 5740 Dehavilland Dr, Anch, AK 99502	Nick Ebell	266-2425	223-9465
Anchorage: 5300 Tudor Rd., Anchorage, AK 99507	Kayce Eliason	338-1466	440-8451
Aniak: Aniak Airport, 1 Airport Way Aniak, AK 99557	Roxanne Evan	676-4345	676-0505
Bethel: 3517 Eddie Hoffman Dr., Bethel AK 99559	Jane Burris-Cofsky	543-2495	545-4670
Birchwood Airport: 20651 Birchwood Loop Chugiak, AK	Terry Quantrille	338-1466	440-8451
Cascade: MP 93.5 Glenn Hwy., Palmer AK 99645	Marcus Ricker	745-2159	907-355-5116
Chulitna: Mile 121.1 Parks Hwy., Trapper Creek, AK 99683	JP Glenka	733-2246	355-2350
Dillingham: Dillingham City Dock., Dillingham, AK 99576	Jon Taylor	842-5511	843-0915
Girdwood: 338 Toad Stool Dr, Girdwood, AK 99587	Paul Bertholl	783-2232	440-8456
Homer Airport: 2320 Kachemak Dr., Homer, AK 99603	Kevin Jones	235-5217	399-4069
Homer Hwys (Shop): 3450 Sterling Highway, Homer, AK 99603	David Talbot	235-5218	299-0892
Homer Hwys (McNeil Canyon Pit): 51974 East End Road, Homer, AK 99603	David Talbot	235-5218	299-0892
Kasilof: MP 110 Sterling Highway, Kasilof, AK 99610	Brandon Sorrels	907-567-3463	907-398-4560
Kenai: 46445 Sterling Hwy., Soldotna, AK 99666	Brian Gabriel	262-1185	398-7988
King River: MP 66, King River, AK 99645	Marcus Ricker	745-2136	907-355-5116
McGrath: 21 DNR Drive, McGrath, AK 99627	Steffen Strick	524-3241	574-0391
Ninilchik: MP 134.5 Sterling Hwy Ninilchik, AK 99639	Brandon Sorrels	907-567-3463	907-398-4560
North Kenai: Mile 3.2 Island Lake Rd., North Kenai, AK 99611	Lance McCaughey	776-8757	398-8738
Palmer: 289 Inner Springer Loop, Palmer, AK 99645	David Byers	745-2136	907-795-2993

Quartz Creek: Mile 1 Quartz Creek Road, Cooper Landing, AK 99572	Adam Sullivan	595-1262	616-808-6379
Seldovia: 331 Water Supply Rd., Seldovia, AK 99663	Tyler Tucker	234-7818	202-6710
Seward: 5th & B Street, Seward, AK 99664	Adam Sullivan	907-288-2428	616-808-6379
Seward Crown Point: 30049 Seward Hwy, MP 23.9, Seward, AK 99664	Adam Sullivan	907-288-2428	616-808-6379
Silvertip: 57 Seward Hwy., Hope, AK 99605	Jeffrey Mahan	907-269-5672	907-252-5798
Soldotna 46445 Sterling Hwy., Soldotna, AK 99669	Salty Bock	907-262-2199	907-398-8586
Sterling: MP 76.3 Sterling Hwy., Sterling, AK 99	Adam Sullivan	595-1262	616-808-6379
Talkeetna: Mile 14.3 Talkeetna Spur Rd., Talkeetna, AK 99676	Chris Drews	733-2278	907-795-6094
Wasilla: MP 2.4 Knik Goose Bay Rd., Wasilla, AK 99654	David Byers	745-2136	907-795-2993
Willow: MP 71.1 Parks Hwy, Willow, AK 99688	Ray Adams	495-6286	355-6286
Kenai Peninsula District Billing Address: PO Box 1327, Soldotna, AK 99669			
SOUTHCOAST REGION	* Denotes remote location serviced by limited barge		
	** Denotes remote location serviced by air freight only		
F.O.B. POINT	Contact Name:	Contact Phone:	Cell:
*Adak: 27044 Terminal Road, Adak, AK. 99546	Innocent Dushkin	592-8026	572-9900
Akhiok: (In vicinity of zip code 99615)	Phillip Smith	487-4952	539-7073
**Akutan Airport on Akun Island: (In the vicinity of Zip Code 99692)	Dale Ruckman	581-1786	359-1786
Atka Airport: Atka, AK 99547	Dale Ruckman	581-1786	359-1786
Chignik Bay: #101 Airport Way, Chignik, AK. 99565	Floyd Wilson	246-3325	469-0400
Chignik Lagoon Airport: 99565	Floyd Wilson	246-3325	469-0400

Chignik Lake Airport: 99548	Floyd Wilson	246-3325	469-0400
Cold Bay: 100 St Louis Road, Cold Bay, AK 99571	Hap Kremer	532-5000	532-7071
Gustavus: Gustavus Airport, Gustavus, AK 99826	Jeff Jarvis	697-2251	723-8954
False Pass Airport: 99583	Hap Kremer	532-5000	532-7071
Haines: 720 Main St., Haines, AK 99827	Matt Boron	766-2340	314-0642
Hoonah: 700 Airport Way, Hoonah, AK 99829	Ken Meserve	945-3426	723-2375
Igiugig Airport: 99613	Clint Anelon	571-1261	571-7171
*Iliamna: 101 Airport Road, Iliamna, AK 99606	Clint Anelon	571-1261	571-7171
Juneau: 6860 Glacier Hwy., Juneau, AK 99801	Isaiah Campos	465-1787	723-7028
Kalsin Bay: 32829 Chiniak Hwy, Kodiak, AK 99615	Phillip Smith	487-4952	539-7073
Karluk Airport: 99608	Phillip Smith	487-4952	539-7073
Ketchikan: 5148 N. Tongass Hwy. Ketchikan, AK 99901	James Stickel	225-2513	617-7400
King Cove Airport: 99612	Hap Kremer	532-5000	532-7071
*King Salmon: MP12 AK Peninsula Hwy, King Salmon, AK 99613	Floyd Wilson	246-3325	469-0400
Klawock: 1/4 Mile Airport Rd., Klawock, AK 99921	Tim Lacour	755-2229	401-0240
Kodiak: 1500 Anton Larson Bay Rd., Kodiak, AK 99615	Phillip Smith	487-4952	539-7073
Kodiak Airport: 500 Taxi Way D St. Critern, Kodiak, AK 99615	Phillip Smith	487-4952	539-7073
Kokhanok Airport: 99606	Clint Anelon	571-1261	571-7171
Larsen Bay Airport: 99624	Phillip Smith	487-4952	539-7073
Levelock: #101 Airport Way, Levelock, AK 99625	Floyd Wilson	246-3325	469-0400
Nelson Lagoon Airport: 99571	Hap Kremer	532-5000	532-7071
Nondalton Airport: 99640	Clint Anelon	571-1261	571-7171
Old Harbor Airport: 99643	Phillip Smith	487-4952	539-7073
Ouzinkie Airport: 99644	Phillip Smith	487-4952	539-7073
Pedro Bay Airport: 99647	Clint Anelon	571-1261	571-7171
Perryville Airport: 99648	Floyd Wilson	246-3325	469-0400

NORTHERN REGION			
F.O.B. POINT	Contact Name:	Contact Phone:	Cell:
Alakanuk Airport: 99554	John Wilison	451-5205	687-8628
Allakaket Airport: 99720	Fred Ned, Sr.	968-2206	n/a
Ambler Airport: 99785	Alvin Williams	445-5053	n/a
Anvik Airport: 99558	Floyd Huntington	538-4473	n/a
Barrow: 1733 Ahhovak, Barrow, AK 99723	John Olsen	852-6199	n/a
Beaver Airport: 99724	Francis Law	451-5205	687-8628
Bettles Airport: 99726	Francis Law	451-5205	687-8628
Birch Creek: Birch Creek Village, VIA Ft. Yukon, AK 99740	Francis Law	451-5205	687-8628
Birch Lake Richardson Hwy MP 207	Steven Brehmer	488-1944	n/a
Brevig Mission Airport: 99785	Terrence Southall Jr.	643/2430	n/a
Buckland Airport: 99727	Ernest Thomas	494-2604	n/a
Chalkyitsik Airport: 99788	Francis Law	451-5205	687-8628
Cantwell: MP 135 Denali Hwy., Cantwell, AK	Rick Lee	768-2355	388-5411
Cantwell (new location) – MP 181.5 Parks Highway, Cantwell, AK	Rick Lee	768-2355	388-5411
Central Airport: Central, AK 99730	Francis Law	451-5205	687-8628
Chandalar: MP 239.4 Dalton Hwy	David Hocken	328-7120	328-7120
Chitina: MP 28.5 Edgerton Hwy.	Mark Hopper	823-2218	259-2218
Clear Airport: Anderson, AK 99744	Francis Law	451-5205	687-8628
Coldfoot: MP 175 Dalton Hwy	Jason Carson	328-7115	n/a
*Cordova: MP 13 Copper River Hwy.	Robert Mattson	424-3202	429-3202
Deadhorse: MP 419.1 Dalton Hwy.	Tim Parault	328-7130	590-3274
Delta: MP 266 Richardson Hwy.	Robert Hanson	895-4893	388-8153
Delta MP 184 Richardson Highway – Delta Junction, AK	Robert Hanson	895-4893	388-8153

Deering Airport: 99736	Alvin Iyatunguk Sr.	948-2215	n/a
Eagle: MP 161 Taylor Hwy	Daniel Helmer	547-2215	505-0434
Elim Airport: 99739	City of Elim	890-3441	880-1092
Emmonak Airport: 99581	Ronald Trader	949-6270	n/a
***Ernestine: MP 62 Richardson Highway	Jason Breivogel	822-3312	259-3312
Fairbanks Int'l Airport: 6450 Airport Way, Fairbanks AK 99709	Jasson Jacobs	474-2506	347-6554
Fairbanks: 2301 Peger Road, Fairbanks, AK	Ron Davis	451-2359	388-8206
Fort Yukon Airport:	Francis Law	451-5205	687-8628
Galena Airport: 99741	Frank Kirk	656-1236	656-7126
Gamble Airport: 99782	Richard Koozaata	985-2000	n/a
Golovin Airport: 99762	Curt Oliver	360-5433	n/a
Grayling Airport: 99590	David Maillelle	453-5260	n/a
Healy: 1/8 mile Healy Spur Road, Healy, Alaska	Richard Irish	683-2257	388-0526
Holy Cross Airport: 99602	John Aloysius Jr.	312-9737	312-9737
Hughes Airport: Hughes, AK 99745	Francis Law	451-5205	687-8628
Huslia Airport: 99746	Francis Law	451-5205	687-8628
Jim River: MP 138.1 Dalton Hwy	Chris Hollett	328-7110	n/a
Kaltag Airport: 99748	Francis Law	451-5205	687-8628
Kiana Airport: 99749	Brad Reich	475-2108	n/a
Kivalina Airport: 99750	Caleb Wesley	645-2150	n/a
Kobuk Airport: 99751	Elmer Ward	948-2214	n/a
Kotlik Airport: 99620	Marvin Okitkun	899-2233	n/a
Kotzebue Airport: 99752	Alvin Werneke Jr.	442-3147	n/a
Koyukuk Airport: 99753	Francis Law	451-5205	687-8628
Lake Minchumina Airport: 99757	Francis Law	451-5205	687-8628
Livengood: MP 71 Elliot Hwy.	Andrew Weiland	328-7100	n/a
Manley: MP 149.5 Elliott Hwy.	Shawn Kittle	328-7135	n/a

Marshall Airport: 99585	Donald Hunter	679-6527	n/a
Mc Carthy 5 Mile Edgerton Pit – Edgerton Highway, McCarthy AK	Mark Hopper	883-2218	259-2218
Mountain Village Airport: 99632	Anthony Sheppard	591-6360	n/a
***Nelchina: MP 141 Glenn Highway	James Sparks	822-3714	259-3714
Nenana: 6th and D Street, Nenana, AK 99760	Eric Nelson	832-5463	388-0522
Noatak Airport: 99761	Joseph Johnson	485-2126	485-5005
Nome: MP 4 Nome-Teller Hwy. Nome, AK 99762	Calvin Schaefer	443-3411	304-1297
Northway: MP 1256.3 Alaska Hwy.	Glen Marunde	778-2206	338-8720
Noorvik Airport: 99763	Gary Gallahorn	412-2225	n/a
Nulato Airport: 99765	Rick Kruger	347-1998	898-2355
Numan Iqua Airport: 99666	Daryl Manumik	498-2128	n/a
***Paxson: gravel pit at MP 185 Richardson Highway	David Hoffmeister	822-3357	259-3357
Pilot Station Airport: 99650	Erik Weingarth*	438-2416	n/a
Point Hope Airport: 99766	Gordon Omnik	864-6150	n/a
Rampart Airport 99767	Village Council	358-3312	460-2520
Ruby Airport 99768	Francis Law	451-5205	687-8628
Russion Mission Airport: 99657	Erik Weingarth	438-2416	438-6050
Sag River: MP 305.7 Dalton Hwy	Cliff Ford	328-7125	n/a
St. Mary Airport: 99658	Erik Weingarth	438-2416	438-6050
St. Michael Airport: 99659	John Wilson	624-3261	625-1025
***Slana: Mile 0.25 Nebesna Road	Bill Walsh	822-3301	259-3301
Savoonga Airport: 99769	George Kost	443-2500	304-1301
Selawik Airport: 99770	Alvin Werneke	442-3147	412-1948
Seven Mile: MP 61.5 Dalton Hwy.	Anthony Coumbe	328-7105	n/a
Shaktoolik Airport: 99771	John Wilson	624-3261	625-1025
Shishmaref Airport: 99772	George Kost	443-2500	304-1301

Shungnak Airport: 99773	Alvin Werneke	441-3147	412-1948
South Fork: MP 74 Taylor Hwy	Daniel Heineck	866-748-0090	727-8400
Stebbins Airport: 99671	John Wilson	624-3261	625-1025
Stevens Village: 99774	Francis Law	451-5205	687-8628
Tanana Airport 99777	Francis Law	451-5205	687-8628
***Tazlina: MP 110 Richardson Hwy.	Jerel J. Conk	822-3223	259-3223
Teller Airport: 99778	George Kost	443-2500	304-1301
Thompson Pass: MP 27 Richardson Hwy.	Paul E Matson	835-5377	200-2103
Tok: MP 123.5 Tok Cutoff Road	Dolan Brooks	883-4351	505-0116
Trims: MP 218 Richardson Hwy	Christopher York	895-6275	940-5063
Unalakleet Airport: 99684	John Wilson	624-3261	625-1025
Valdez Airport: 300 Valdez Airport Road	Todd Bishoff-Dimond	835-5658	200-2102
Valdez: 351 East Egan Drive	Ronald Retalia	834-1040	308-214-0812
Wales Airport: 99783	George Kost	443-2500	304-1301
White Mountain Airport: 99784	George Kost	443-2500	304-1301
*** Alternate phone contact John Hoffman or Christina Weimer 822-3222			