# STATE OF ALASKA INVITATION TO BID (ITB)



# LIGHT FIXED WING MAINTENANCE

ITB 2026-1200-0003 ISSUED APRIL 25, 2025

SCHEDULED AND UNSCHEDULED AIRCRAFT MAINTENANCE IN THE ANCHORAGE AND MAT-SU VALLEY

**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 in order to receive notification of subsequent amendments to the solicitation. Failure to register with the procurement officer may result in the rejection of your offer.

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 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.

Kelly Pahlau Procurement Officer	COMPANY SUBMITTING BID	*DOES YOUR BUSINESS QUALIFY FOR THE ALASKA BIDDER'S PREFERENCE? [ ] YES [ ] NO
	AUTHORIZED SIGNATURE	*DOES YOUR BUSINESS QUALIFY FOR THE ALASKA VETERAN PREFERENCE? [ ] YES [ ] NO
Phone: (907) 269-8493	PRINTED NAME	*SEE ITB FOR EXPLANATION OF CRITERIA TO QUALIFY
Email: kelly.pahlau@alaska.gov	DATE	TELEPHONE NUMBER
ALASKA BUSINESS LICENSE NUMBER	FEDERAL TAX ID NUMBER	E-MAIL ADDRESS

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# **SECTION 1. INTRODUCTION & INSTRUCTIONS**

#### SEC. 1.01 PURPOSE OF THE ITB

The Department of Public Safety, Division of Administrative Services, on behalf of the Aircraft Section, is soliciting bids for light fixed wing aircraft maintenance for department aircraft, including routine maintenance and inspections, overhauls, field repairs, and more. A complete scope of work can be found in Sec 2.10 Scope of Work and Specifications.

#### SEC. 1.02 DEADLINE FOR RECEIPT OF BIDS

Bids must be received no later than 1:30 pm Alaska Time on May 16, 2025, at which time they will be publicly opened. Late bids or amendments will be disqualified and not opened or accepted for evaluation.

#### **SEC. 1.03 PRIOR EXPERIENCE**

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

- The Contractor shall meet the qualifications of 14 CFR (Code of Federal Regulations) 43.7, Part 65, Subpart D & E, and/or shall submit their FAA approved Repair Center Certificate and Operation Specification. Repair Station Certificate shall be issued under 14 CFR Part 145 with Piper Super Cubs and Cessna aircraft in the capabilities listing with the appropriate ratings for the airframes.
- Bids will be accepted from certified and non-certified repair facilities; however all maintenance
  personnel working on State aircraft shall be Federal Aviation Administration (FAA) certified and fully
  qualified Airframe and Powerplant (A&P) mechanics meeting the requirement of 14 CFR 145 or 14
  CFR Part 65, Subpart D and facility shall employ a full-time FAA Inspection Authorized (IA)
  personnel meeting the requirements of 14 CFR Part 65.91 and Part 43.7.
- Bidder must have completed work on aircraft similar to the DPS fleet within the previous 24 months

The successful contractor(s) shall provide evidence of FAA licensed A&P mechanics/IA within ten days after receipt of the Notice of Intent to Award a Contract. In addition, evidence/certificates shall be provided prior to commencing any work or repairs. The contractor(s) shall provide documentation to prove completion of similar work upon request from the state. Failure to provide this evidence within the time requested shall be cause for rejection of the bid.

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

#### SEC. 1.04 INVITATION TO BID (ITB) 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 bid opening date. 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. 1.05 OUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF BIDS

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

#### SEC. 1.06 SUBMITTING BIDS

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

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

It is the bidder's responsibility to contact the issuing agency at (907) 269-8493 to confirm that the bid has been received. The state is not responsible for unreadable, corrupt, or missing attachments.

#### SEC. 1.07 BID FORMS

Bidders shall use the front page of this ITB 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:

- A. the laws of the State of Alaska;
- B. the applicable portion of the Federal Civil Rights Act of 1964;
- C. the Equal Employment Opportunity Act and the regulations issued thereunder by the state and federal government;
- D. the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the state and federal government;
- E. all terms and conditions set out in this ITB;
- F. the price(s) submitted was arrived at independently arrived and without collusion, under penalty of perjury; and
- G. that the bid will remain open and valid for at least 90 days.

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

#### **CONFLICT OF INTEREST**

Each bid shall include a statement indicating whether or not 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. 1.08 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.

#### SEC. 1.09 ASSISTANCE TO BIDDERS WITH A DISABILITY

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

#### SEC. 1.10 AMENDMENTS TO BIDS

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

#### SEC. 1.11 AMENDMENTS TO THE ITB

If an amendment is issued, it 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 State of Alaska Online Public Notice website.

#### SEC. 1.12 ITB SCHEDULE

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

ACTIVITY	DATE
Issue Date / ITB Released	April 25, 2025
Deadline for Receipt of Bids / Bid Due Date	May 16, 2025 @ 1:30 pm
Bid Evaluations Complete	The week of May 19, 2025
Notice of Intent to Award	The week of May 19, 2025
Contract Start Date	July 1, 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 Public Safety, or the Commissioner's designee. Upon written notice to the contractor, the state may set a different starting date for the contract. The state will not be responsible for any work done by the contractor, even work done in good faith, if it occurs prior to the contract start date set by the state.

#### SEC. 1.13 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

Bidders shall submit all required technical, specification, and other supporting information with their bid, so that a detailed analysis and determination can be made by the procurement officer that the product offered meets the ITB specifications and that other requirements of the ITB have been met. However, 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, will cause the state to consider the offer non-responsive and reject the bid.

#### SEC. 1.15 FIRM, UNQUALIFIED, AND UNCONDITIONAL OFFER

Bidders must provide enough information with their bid to constitute a definite, 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, for reasons of policy, must be complied with at risk of bid rejection for non-responsiveness.

### SECTION 2. CONTRACT INFORMATION

#### SEC. 2.01 CONTRACT TERM

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

#### SEC. 2.02 CONTRACT ADMINISTRATION

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

#### SEC. 2.03 CONTRACT FUNDING

Payment for the first term of the contract is subject to funds already appropriated and identified. Continuation of the contract resulting from this ITB is contingent upon legislative appropriation.

#### SEC. 2.04 CONTRACT EXTENSION

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 written notice to the contractor of the intent to cancel the month-to-month extension at least thirty (30) days before the date of cancellation. A month-to-month extension may only be executed by the procurement officer via a written contract amendment.

#### SEC. 2.05 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 for the amendment and issued a written contract amendment.

#### SEC. 2.06 SUBCONTRACTORS

Subcontractors may be used to perform specialized work under this contract that the contractor cannot perform. All subcontractors must be approved by the state prior to use. The subcontractor shall meet the same qualifications and carry the same insurance as the contractor.

Subcontractor experience shall not be considered in determining whether the bidder meets the requirements set forth in sec. 2.01 Prior Experience.

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

complete name of the subcontractor;

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

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

The State will reimburse the contractor for the actual rate paid for any subcontracted work. When the contractor is reimbursed by the State for work conducted by a subcontractor, non-payment by the contractor to the subcontractor constitutes default of this contract.

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

#### SEC. 2.07 JOINT VENTURES

Joint ventures will not be allowed.

#### SEC. 2.08 CONTRACT PERFORMANCE LOCATION

The location(s) the work is to be performed, completed and managed are the contractor's place of business and field repairs across the state on an as-needed basis.

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

Each Contractor's facility shall be located within 75 nautical miles of the DPS Lake Hood hangar facility. Contractor shall have ownership of, or an established term lease of a maintenance and hangar facility with both ramp and building capable of safely accommodating DPS aircraft. If the contractor has a lease, the time remaining on the lease, at the time of the award of this contract, shall be no less than one year. Hangar facility leases may be established after award of this contract; however, the lease shall be completely established within fifteen days of final award. Hangar facilities must be fully operational and available for inspection upon expiration of this fifteen-day period.

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 RIGHT TO INSPECT PLACE OF BUSINESS

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

#### SEC. 2.10 SCOPE OF WORK AND SPECIFICATIONS

The Department of Public Safety (DPS), Aircraft Section, is soliciting for light fixed wing maintenance services on an as-needed basis. The contractor(s) must have the tools and support equipment to perform routine maintenance. Bids will be accepted from certified and non-certified repair stations.

#### Maintenance/repair services to include:

- Routine and non-scheduled maintenance
- Scheduled maintenance servicing and inspections
- Airframe, engine, propeller, and time component changes
- Component/part repairs as allowed
- Engine inspections and authorized repairs
- Landing gear changes as needed
- Repairs in the field
- Overhauls, restoration and conformity checks

#### **Fleet Overview**

DPS is a full-service state police organization which conducts both law enforcement and wildlife enforcement duties across the entirety of the state of Alaska. The DPS operates a multitude of fixed wing and rotary wing aircraft to meet various department mission requirements. These aircraft primarily support wildlife enforcement, search and rescue efforts and numerous other law enforcement related missions. DPS's primary maintenance and logistics headquarters is located at Lake Hood airport in Anchorage, Alaska. This facility serves as the primary maintenance and logistics facility for the department's entire state-wide flight operation. Currently, there are approximately 36 aircraft in the fleet consisting of Piper Cub (PA-18)s and Cessna 172, 182, 185 or 206s in service that receive routine maintenance and/or service in either Anchorage or Fairbanks depending on the location of the aircraft. The number of aircraft may change based on mission requirements and modernization of the fleet.

#### **Extended Scope**

Services will not be complete and the equipment will not be considered serviced, repaired, or acceptable until it performs in compliance with the manufacturer's published performance specifications. All maintenance record entries must be complete, accurate and follow the requirements of 14 CFR Part 43. DPS aircraft must be maintained in airworthy condition by use of practices outlined under 14 CFR Part 43, 14 CFR Part 91, Subpart E, Maintenance, Preventative Maintenance, and Alterations. Aircraft must also be maintained as specified by the manufacturer's maintenance schedule and inspection/service schedules and/or applicable Service Bulletins (SB) and Service Letters, as well as Part 43 and 91 of the FAA regulations and accepted industry standards. The Contractor is responsible for review of and compliance with Airworthiness Directives (AD) that may pertain to the aircraft and/or equipment being serviced. All mechanics for fleet types without factory training be directly supervised by a certified and fully qualified A&P mechanic licensed and trained with a minimum of 3 years' experience to ensure responsibility for the maintenance task being performed for each aircraft. The Contractor's licensed and certified technician shall certify and make all maintenance logbook entries to meet all of the requirements of 14 CFR part 43.

Inspection/service forms may be provided by DPS and any Contractor forms shall be approved by DPS prior to use for the inspections and any special inspection or directive. The Contractor shall fill out the forms to verify completion of each item in the inspection and provide a copy to DPS for each aircraft. All repairs shall be preapproved by the DPS Aircraft Section. This applies in the event the Contractor closes their business to observe holidays or vacations as well.

Services include, but are not limited to:

- Maintaining the mission critical equipment on the aircraft at a line maintenance level, including troubleshooting problems with various systems on the aircraft and develop strategies for resolving problems
- Dismantling, inspecting, and reassembling all assemblies and components of the aircraft authorized by the maintenance manuals
- Managing a standard inventory of parts and consumable products necessary to conduct uninterrupted maintenance, modifications, and repairs
- Monitoring SBs and FAA Ads to schedule required or recommended work in a timely manner

#### **Scheduling**

DPS will give at least five days' notice prior to scheduled maintenance. The Contractor shall complete routine inspections and repairs with a timeline agreed to with the Aircraft Section's Aircraft Maintenance Inspectors or Project Manager, giving priority to state aircraft to limit downtime. This shall not exclude basic troubleshooting of avionics systems or removal and replacement of components allowed by regulation. Allowances will be made for parts unavailability. Extensions due to unanticipated maintenance delays will be dealt with on a case-by-case basis with an amended timeline agreed to with the Aircraft Section's Aircraft Maintenance Inspectors or Project Manager. If the Contractor encounters delays, relay the information to the Aircraft Section Aircraft Maintenance Inspectors to determine if work should continue or be set aside depending on the circumstances.

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

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

#### **Business Hours**

Scheduled maintenance, standard business hours are Monday through Friday, 8:00 am - 6:00 pm.

The Contractor shall inspect an aircraft and provide a plan of action within three hours of initial DPS notification.

Unscheduled maintenance hours are Weekdays 6:01pm – 7:59am the next weekday, including weekends In the event of unscheduled maintenance, an inspection will be conducted the same business day if during normal business hours or prior to 11 am the next business day. If issues occur after hours, they shall be discussed with the Aircraft Section Aircraft Maintenance Inspectors or Project Manager to determine a course of action. Any resulting maintenance, the Contractor will provide a reasonable timeline to DPS Aircraft Maintenance Inspectors or within one business day of part/consumable product delivery if not in inventory at time of inspection, unless otherwise agreed upon by the Contractor and DPS.

#### Field and Expedited Repairs

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

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

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

The state will reimburse the Contractor's actual travel expenses per the following criteria or as policy updates:

- a. Airfare is limited to coach fare.
- b. Lodging will be reimbursed at actual cost. Per AAM 60.250, if a Contractor stays at lodging other than a hotel, they are prorated at \$30 a day.
- c. Reimbursement for meals will not exceed \$45.00 on the first and last day of travel and \$60.00 per day in between.
- d. Rental vehicles are limited to standard size, make and model, as opposed to premium options.
- e. Receipts shall be provided with every invoice for all travel expenses.
- f. Vehicle mileage reimbursement will be based on the current calendar year rates based upon State of Alaska, DOA, Finance website: http://doa.alaska.gov/dof/travel/resource/POV\_Rate\_Table.pdf
- g. All travel costs shall be shown as separate line items on each invoice.

DPS will occasionally require expeditious repairs. The Contractor shall make DPS aircraft priority and shall take immediate action to repair the aircraft, unless mutually agreed upon by the Contractor and DPS. If, in the opinion of DPS, the problem does not require immediate action, the Contractor may perform the required service that night, or, if approved by DPS, at a later date.

#### **Test Flights**

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

The contractor(s) shall have an approved drug-testing program in place for maintenance personnel which meets FAR 135 requirements. The contractor's employees may be required to undergo a background and fingerprint check by DPS if work is performed outside normal Aircraft Section operating hours and/or unsupervised.

#### **Excluded Responsibilities of the Contractor**

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

#### SEC. 2.11 COMPONENTS, PARTS, AND TOOLS

Only parts designed for the purpose they are being used and warranted as new may be used in the repair of state equipment. DPS may provide parts, components, assemblies, or special tools for completion of certain repairs. If in the event there may be a part required that may be unavailable locally, the Contractor(s) shall contact the DPS Aircraft Maintenance Inspector to see if parts may be available within the DPS Aircraft Section. No parts shall be disposed of or purchased without prior authorization of the Aircraft Maintenance Inspectors or Project Manager. All parts removed or installed in the aircraft will be coordinated with the DPS Stock & Parts using appropriate reporting to ensure serviceable status, accountability and inventory control. All parts/cores that are removed shall be tagged with their respective reason for removal and coordinated with DPS for handling or return. All parts and materials must be legal and airworthy according to FAA and manufacturers' standards with an airworthiness approval tag or material's certification, if applicable.

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

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

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

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

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

All parts removed may be required by the Aircraft Section to be returned to the DPS Aircraft Section and shall be identified serviceable/unserviceable with the appropriate tag with the required information listed prior to the project being completed.

The state shall have first right of refusal on all salvage parts that come from Department of Public Safety aircraft.

If tools require calibration, the Contractor shall always ensure compliance with this requirement and records shall be made available for inspection.  $_{Page\ 12\ of\ 36}$ 

#### SEC. 2.12 OIL TYPES AND OIL CHANGE PROCEDURES

#### Piston Engines

- 1. The standard oil to be used in DPS aircraft piston engines for break-in and normal operations are
  - a. Robinson R44 Lycoming engines Aero Shell mineral oil
  - b. All other Lycoming and Continental engines Phillips 20W50 X/C.
- 1. The standard oil products are stocked and used at the DPS aircraft hangar in Anchorage and are available to pilots as needed for oil changes and replenishment.
- 2. All DPS Robinson R44 aircraft with new Lycoming cylinder replacements or engine replacements will operate with Aero Shell mineral oil. All other Lycoming and Continental engines will use Phillips 20W50 X/C. Do not use CamGuard with Aero Shell mineral oil. Do not add CamGuard for the first 25 hours of operation when using Phillips 20W50 X/C.
- 3. After 25 hours of "run in" operations, with the exception of Robinson R44 Lycoming piston engines, all DPS piston engine aircraft will operate with CamGuard oil additive (see Oil Additives below). All Robinson R44 Lycoming engine aircraft will use Aero Shell 15W-50 without any additional additives.
- 4. Oil Additives
  - a. CamGuard additive is the only authorized engine oil additive and will be provided by the Aircraft Section. It shall be used only during each oil change as follows:
    - PA-18 Super Cubs: 1/2 container of CamGuard per oil change
    - Cessna C-172: 1/2 container of CamGuard per oil change
    - Cessna 182/185/206: One (1) container of CamGuard per oil change

All standard oil types and oil additives shall be recorded in a log book entry specifying quantity and type.

#### **SEC. 2.13 ADMINISTRATIVE REQUIREMENTS**

Coordinate with the DPS Aircraft Section through the Aircraft Maintenance email address aircraft.maintenance@alaska.gov, by phone or in person.

The Aircraft Section will provide a "work package" to the vendor along with the delivery of the aircraft. This work package will include the following documents:

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

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

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

Record Keeping Responsibilities of the Contractor(s):

- 1. The Contractor is responsible for determining the work to be performed by checking for scheduled maintenance tasks, Minimum Equipment list status, FAA AD's, manufacturer SBs and other maintenance requests or other approved manufacturer recommendations. The Contractor shall provide the DPS Aircraft Section and the Aircraft Maintenance Inspector a list of maintenance required, provide a list of parts required and to develop a work plan together to schedule the work. If the necessary parts are not in stock, the Contractor shall advise the DPS Aircraft Section and/or the Aircraft Maintenance Inspector to inquire about DPS availability prior to ordering new and used parts.
- Maintain a comprehensive record system of all maintenance work performed to comply with the component mandates of the FAA and the manufacturer. The records should be accessible by both DPS and the Contractor
- 3. Maintain computer records (in the DPS electronic record system, if available) for the tracking and forecasting of all the life limited components.
- 4. Monitor SBs and ADs to schedule required or recommended work in a timely manner.

All warranty documents shall remain the property of the state.

#### SEC. 2.14 PARTS BOOKS AND MAINTENANCE MANUALS

The Piper Super Cub (PA- 18)s and Cessna 172, 182, 185 and 206 maintenance Contractors shall be either responsible for their own Maintenance Manual and Service Document subscriptions and shall provide all documents to maintenance staff or request the manuals from the Aircraft Section. All Maintenance Manuals and Service Documents shall be complete and remain up to date for the entire contract period, including any and all renewals.

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

#### SEC. 2.15 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. 2.16 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. 2.17 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. 2.18 ESTIMATED OUANTITIES

The hours referenced in this ITB are the state's estimated requirements and may vary more or less from the service hours actually required. The state will use the estimated annual use numbers for the evaluation and award of the ITB but the state does not guarantee any minimum number of hours. Orders will be issued throughout the contract period on an as-needed basis.

#### SEC. 2.19 CONTRACT PRICE ADJUSTMENTS

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

Consumer Price Index (CPI): Contract prices will remain firm through June 30, 2026.

The contractor may request price adjustments, in writing, 30 days prior to the contract renewal date. Requests must be in writing and must be received 30 days prior to the contract renewal date. If the contractor fails to request a CPI price adjustment 30 days prior to the contract renewal date, the adjustment will be effective 30 days after the state receives their written request.

Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, Urban Alaska.

The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year six-month average (January through June OR July through December); and each (January through June OR July through December six-month average) thereafter. The percentage difference between those two CPI issues will be the price adjustment rate. No retroactive contract price adjustments will be allowed.

All price adjustments must be approved by the procurement officer prior to the implementation of the adjusted pricing. Approval shall be in the form of a contract amendment issued by the procurement officer.

#### SEC. 2.20 PRICE DECREASES

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. 2.21 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. 2.22 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. 2.23 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. CONTRACT INVOICING AND PAYMENTS

#### SEC. 3.01 BILLING INSTRUCTIONS

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

- 1. Contract number
- 2. Work hours and hourly rate
- 3. Individual parts or kits used, including name, part number, and serial number
- 4. Listed Contractor (wholesale) price and markup for parts and supplies
- 5. Detailed description of work performed
- 6. Complete aircraft tail registration number

Invoices shall be sent via email to the following address: dps.aircraftpayables@alaska.gov. The state will make payment after it receives the goods or services and the invoice, including required documentation, return of parts, and approval of air worthiness. Questions concerning payment must be addressed to the ordering agency.

#### SEC. 3.02 PAYMENT FOR STATE PURCHASES

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

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

#### SEC. 3.03 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.

# 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:

http://doa.alaska.gov/dgs/pdf/pref1.pdf

- 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 Page 18 of 36

5) if a joint venture, is composed entirely of ventures that qualify under (1)-(4) of this subsection.

#### **Alaska Bidder Preference Certification Form**

In order 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**

In order 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 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. 4.06 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. 4.07 PREFERENCE QUALIFICATION LETTER

Regarding the Employment Program Preference and the Alaskans with Disabilities Preference, the Division of Vocational Rehabilitation in the Department 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. 4.08 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. 4.09 METHOD OF AWARD

Multiple awards may be issued as a result of this ITB. Contracts will be awarded to the lowest responsive and responsible bidder(s). All respondents to this ITB will be awarded a contract provided they meet the specifications, terms, and conditions of this ITB and provided they are determined responsive and responsible bidders.

DPS does not guarantee any minimum or maximum amount of work under any contract issued as a result of this ITB. Services are as needed and will be requested throughout the contract period as required.

#### SEC. 4.10 CONTRACTOR SELECTION PROCESS

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

#### SEC. 4.11 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 mailed 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 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES

Prior to the award of a contract, a bidder must hold a valid Alaska business license. However, in order 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. 5.02 AUTHORITY

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

#### SEC. 5.03 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. 5.04 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, unless otherwise approved by the state.

#### SEC. 5.05 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. 5.06 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. 5.07 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. 5.08 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. 5.09 RIGHT OF REJECTION

Bidders must comply with all of 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 of 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 counter-offer 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 offers;
- 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 determines that to be in its best interest. A bid from a debarred or suspended bidder shall be rejected.

#### SEC. 5.10 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. 5.11 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 an offeror 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 an offeror submits with its proposal as CBI, the offeror must do the following when submitting their proposal: (1) mark the specific information it asserts is CBI; and (2) for each discrete set of such information, identify, in writing, each authority the offeror asserts make the information CBI. If the offeror does not do these things, the information will become public after the Notice of Intent to Award is issued. If the offeror does these things, OPPM or their designee will evaluate the offeror'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 offeror an opportunity to object to the disclosure of the information.

#### SEC. 5.12 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. 5.13 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. 5.14 DEFAULT

In case of default by the contractor, for any reason whatsoever, the state may procurement 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. 5.15 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. 5.16 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. 5.17 CONTRACT CANCELLATION

The state reserves the right to cancel the contract at its convenience upon 30 calendar days written notice to the contractor. The state is only liable for payment in accordance with the payment provisions of this contract for supplies or services provide before the effective date termination.

#### SEC. 5.18 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. 5.19 SOLICITATION ADVERTISING

Public notice has been provided in accordance with 2 AAC 12.220.

#### SEC. 5.20 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 in order to meet these requirements, the procurement officer may not accept the bidder as a qualified bidder under AS 36.30.

#### SEC. 5.21 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. 5.22 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 offeror 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 in order to have sufficient standing to protest the proposed award of a contract. Protests must include the following information:

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

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

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

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

# **SECTION 6. ATTACHMENTS**

#### SEC. 6.01 ATTACHMENTS

#### **Attachments:**

- 1) Bid Schedule (attached separately)
- 2) Cover Submittal Form
- 3) Sample Notice of Intent to Award
- 4) Sample Contract Award

# ATTACHMENT 1 Bid Submission Cover Sheet

PROJEC	T INFORM	IATION							
IT	B NUMBE	R:							
PRO	JECT NAM	<b>⊑</b> ∙							<u></u>
BIDDER	INFORM	ATION							
Cor	mpany Nan	ne:							
	Addre	ss:							
	Tax	ID:							
Al	aska Busin								
	License	e #:							<u> </u>
CONTAC	CT INFOR	MATION							
Provide (	contact inf	ormation for the i	ndi	ividual that o	can be contacted	for	clarification	n regarding this bid	d:
		Name							
		Titlo							<u>—</u>
	Ad	Hdrocc							_
									<u>—</u>
	Tele	phone							<u> </u>
		OWLEDGEMENT							
				_			•	•	f such amendments
		,	-		, ,			•	e bidder must list all
		* ·	ar	id date to co	onfirm that you hav	ve	received and	incorporated ther	m into your bid (add
more rov	vs as neces	sai y J.							
	Number	Initials & Date		Number	Initials & Date		Number	Initials & Date	
Ī									

# **CERTIFICATIONS**

No	Criteria	Response*
1	The bidder is presently engaged in the business of providing the products and/or services required in this ITB.	☐ YES ☐ NO
2	The bidder confirms that it has the financial strength to provide and/or perform and maintain the services required under this ITB.	☐ YES ☐ NO
3	The bidder accepts the terms and conditions set out in the ITB and agrees not to restrict the rights of the state.	☐ YES ☐ NO
4	The bidder confirms that they can obtain and maintain all necessary insurance as required on this project.	☐ YES ☐ 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.	☐ YES ☐ 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.	☐ YES ☐ NO
7	The bidder complies with the American with Disabilities Act of 1990 and the regulations issued thereunder by the federal government.	☐ YES ☐ NO
8	The bidder complies with the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government.	☐ YES ☐ NO
9	The bidder complies with the applicable portion of the Federal Civil Rights Act of 1964.	☐ YES ☐ NO
10	The bidder can provide (if requested) financial records for the organization for the past three years.	☐ YES ☐ NO
11	The bidder has not had any contracts terminated by the State of Alaska (within the past five years).	☐ YES ☐ 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.	☐ YES ☐ 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.	☐ YES ☐ 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.	☐ YES ☐ 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.	☐ YES ☐ 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.	☐ YES ☐ NO
17	The bidder is not (now or in the past) been involved in bankruptcy or reorganized proceeding.	☐ YES ☐ NO
18	The bidder certifies they comply with the laws of the State of Alaska.	☐ YES ☐ NO
19	The bidder confirms their bid will remain valid and open for at least 90 days.	☐ YES ☐ 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?  * Failure to answer may be grounds for disqualification.	☐ YES ☐ NO
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 res	sulting 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 incluproposals.	uded with your bid or proposal no later than the deadline set for	r receipt o	f bids or
	as a <b>JOINT VENTURE</b> , all members of the joint venture must corceipt of bids or proposals. <u>AS 36.30.990(2)(E)</u>	nplete and	d submit
	erify a response, the preference may not be applied. Knowing ts on this form, whether it succeeds in deceiving or misled may result in criminal penalties.	•	-
SIGNATURE  By signature below, I certify under peinformation on this form is true and co	nalty of law that I am an authorized representative of the ab	ove entity	and al
Printed Name:			
Title:			
Date:			
Signature:			
Alaska Bidder Preference: Do you bel	ieve your firm qualifies for the Alaska Bidder Preference?	□ Yes	□ No
Alaska Veterans Preference: Do you b	pelieve your firm qualifies for the Alaska Veteran Preference?	□ Yes	□ No
Alaska Military Skills Program Prefere Military Skills Program Preference?	ence: Do you believe your firm qualifies for the Alaska	□ Yes	□ No
To qualify for and claim the <b>Alaska Bidd</b> Question section below:	er Preference you must answer YES to all questions in the Alaska	Bidder Pre	eference
Alaska Bidder Preference Que	stions		
1 Does your business hold a curren	t Alaska business license per AS 36.30.990(2)(A)?	□ Yes	□ No
2 Is your business submitting a bid license identified above? Per AS3	or proposal under the name appearing on the Alaska Business 6.30.990 (2)(B)?	□ Yes	□ No

	Has your business maintained a	place of business within the state staffed by the bidder or offeror			
3	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)?				
If the	e answer to question 3 is YES, cor	nplete the following:			
Phy	rsical Place of Business Address				
City	1				
Zip	Code				
good		ation at which normal business activities are conducted, service; a post office box, mail drop, telephone, or answering service of 12.990(b)(3).			
Do	you certify the Place of Business i	dentified above meets this definition?	□ Yes	□ No	
	AS 16.05.415(a) per 2AAC 12.990( resident of the state?	b)(7), the bidder or offeror, or at least one employee of the bidd	er or offe	ror must	
1	1	fferor, or, at least one employee of the bidder or offeror is with the intent to remain in Alaska indefinitely and to make a \$15(a)(2)?	□ Yes	□ No	
2	1	ed to meet this requirement has maintained a domicile in Alaska preceding the deadline set for receipt of bids or proposals per	□ Yes	□ No	
3	Do you certify the resident(s) us per AS 16.05.415(a)(3)?	ed to meet this requirement is only claiming residency in Alaska	□ Yes	□ No	
4	1	to meet this requirement is not obtaining benefits under a claim rritory, or country per As 16.05.415 (a)(4)?	□ Yes	□ No	
Per A	AS 36.30.990(2)(D), is your busine	ss:			
1	Incorporated or qualified to do b	ousiness under the laws of the state?	□ Yes	□ No	
If y	es, enter the current Alaska Corpo	prate Entity Number:			
Indic	ate below how your business is o	organized:			
1	Is your business a Sole Proprieto	orship and the Proprietor is a resident of the state?	□ Yes	□ No	
2	Is your business a Limited Liabili residents of the state?	ty Corporation organized under AS 10.50 and ALL members are	□ Yes	□ No	
If ti	ne answer to question 2 above is	YES, please identify each member by name:			
3	Is your business a partnership u residents of the state?	nder former AS32.05, AS32.06, or AS32.11 and all partners are	□ Yes	□ No	
If th	ne 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?	□ Yes	□ No
2	A partnership under AS32.06 or AS32.11 and a majority of the members are Alaska veterans?	□ Yes	□ No
3	A limited liability company organized under AS10.50 and a majority of the members are Alaska veterans?	□ Yes	□ No
4	A corporation that is wholly owned by individuals, and a majority of the individuals are Alaska veterans?	□ Yes	□ 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.

	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?	□ Yes	□ No
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# **Alaska Military Skills Program Preference Questions**

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

#### Per 36.30.321(I), does your business:

3	Have proof of an employee's graduation or enrollment in a qualified program as described in 1. above?	□ Yes	□ No
2	Have an active partnership with an entity that employs an apprentice through a program described in item 1 above?	□ Yes	□ No
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	□ Yes	□ No



## Department of Public Safety Division of Administrative Services 5700 E. Tudor Rd. Anchorage, Alaska 99507

THIS IS NOT AN ORDER	DATE ISSUED:	
ITB NO.:	ITB OPENING DATE:	
ITB SUBJECT:		
CONTRACTING OFFICER:	SIGNATURE:	

This is notice of the state's intent to award a contract. The figures shown here are a tabulation of the offers received with the apparent low bidder(s) indicated. A bidder who wishes to protest this Notice of Intent must file the protest within ten calendar days following the date this notice is issued. If the tenth day falls on a weekend or holiday, the last day of the protest period is the first working day following the tenth day. The bidder identified here as submitting the most advantageous bid is instructed not to proceed until a contract, or other form of notice is given by the contracting officer. A company or person who proceeds prior to receiving a contract, Contract Award, or other form of notice of Award does so without a contract and at their own risk. AS 36.30.365.

(REV 05/08/90)

BIDDER	PRICE WITH PREFERRENCES	AWARD	RESPONSIVE YES/NO?	ITEM

LEGEND: @ -- AWARD TO BIDDER

Y -- RESPONSIVE BID

N -- NON-RESPONSIVE BID

? -- BID NOT EVALUATED BECAUSE THERE WAS A LOWER RESPONSIVE BID

#### **SUMMARY**

# CONTRACT AWARD

# **Amendment #**

#### STATE OF ALASKA

Department of Public Safety Administrative Services 5700 E. Tudor Rd. Anchorage, Alaska 99507

# CONTRACT AWARD NUMBER

CXXXXX

ORDERING DEPARTMENT:	IRIS DOCUMENT ID#	DATE OF CONTRACT AWARD
Department of Public Safety	COMMODITY CODE	AGENCY FUND CODING
	DATE INITIAL CONTRACT BEGINS	DATE INITIAL CONTRACT ENDS
CONTRACTOR:	NOT TO EXCEED AMOUNT FOR LIFE OF THE CONTRACT	NUMBER & PERIOD OF RENEWAL OPTIONS
Name:		
Address:		
Point of Contact:	VENDOR NUMBER	ALASKA BUSINESS LICENSE
Phone:		NUMBER

ISSUED IN ACCORDANCE WITH BID #:

**NOTE:** This order constitutes a binding commitment between the State and the contractor listed hereon. Unauthorized modification without the expressed prior approval of the contracting authority will result in a financial obligation on the contractor and/or unauthorized State personnel making the change.

#### DESCRIPTION

- I. The purpose of this contract is [brief description that references solicitation title]
- II. The terms and conditions of [ITB] #, Appendices, and Addendums are made part of this Contract Award.
- III. This contract includes the following renewal options, to be exercise solely at the discretion of the State:

Renewal Option #1	through
Renewal Option #2	through
Renewal Option #3	through

IV. Compensation for the initial contract term and each renewal option year shall not exceed the dollar amounts identified below:

Initial Contract Term: \$
Renewal Option #1: \$
Renewal Option #2: \$
Renewal Option #3: \$

٧.

NAME AND TITLE OF PROCUREMENT OFFICER	SIGNATURE OF PROCURMENT OFFICER
PHONE NUMBER: (907) 269-xxxx	PAGE 1

#### IMPORTANT:

- 1. Contract Award number and Invoice Contact must appear on all invoices and documents relating to this order.
- 2. The State is registered for tax free transactions under Chapter 32, IRS Code; Registration No. 92-6001185. Items are for the exclusive use of the State and not for resale.