

REQUEST FOR QUOTATION RFQ No.: <u>25AC1121C</u> Quotation Due Date: August 25, 2025 @ 1:30 p.m. Issue Date: August 8, 2025		PURCHASING OFFICE Department of Public Safety Procurement & Supply Section 5700 E Tudor Rd, Ste 023 Anchorage, Alaska 99507		
		Page 1 of 7		
VENDOR NOTICE (This is NOT a Purchase Order) This is an informal quotation that will not be read at public opening. The information may be publicly reviewed after award. The terms and conditions should be reviewed and understood before preparing a quotation. The quotation shall be the best net price, FOB destination, to include all delivery charges, but exclude applicable taxes. Delivery schedule shall be indicated in the spaces provided below. Return the quotation on this provided RFQ form by the above time and date via email to the Buyer referenced below. Quotations exceeding \$100,000.00 will be considered nonresponsive.				
DELIVERY LOCATION: Gulkana, Alaska		BUYER: Olivia Jewell Phone: (907) 269-5647 Email: Olivia.jewell@alaska.gov		
VENDOR QUOTATION				
Item	Description of Supply or Service	Qty	Unit	Annual Price
	<u>GENERAL REQUIREMENT:</u> The Department of Public Safety, Aircraft Section, is looking to lease hangar space in Gulkana, Alaska. This hangar shall provide year-round (365/24/7) hangar space for state aircraft. Hangar space shall be a minimum width of 60' by minimum length of 60', minimum door size of 55' wide by 18' high. Hangar property shall have an AVGAS tank for use. Hangar shall be a locked and secure facility and DPS will have 24 hour/7 days-a-week access. DPS shall retain the right to move the aircraft as needed, ingress and/or egress launch, and recovery as required. Contractor shall provide an aircraft tug for this purpose. Contractor shall provide evidence of Hangar's Keepers Insurance upon request, in addition to the insurance requirements of Appendix B1, attached. <u>LEASE PERIOD:</u> Initial lease is to be approximately October 1, 2025 through September 30, 2028. There shall be seven annual renewal options available from October 1, 2028 through September 30, 2035. Renewals will be exercised at the sole discretion of the state. Renewal options will be under the same terms and conditions as the original lease. The state may terminate the agreement within 30 days notice. Leased space cost shall include all utility services including heating fuel, electricity, water, sewer, and snow removal. <u>METHOD OF AWARD:</u> The State shall award to the lowest responsive and responsible bidder based on the Total Cost (Initial term + seven, one-year renewal options). A lease will be issued to contract the services outlined in this RFQ. Continued on page 2	1	YR	

QUESTIONS: All questions concerning this RFQ, or the contents herein must be in writing and submitted to the Buyer via email at Olivia.jewell@alaska.gov. The deadline for questions is August 18, 2025, at 1:30 pm. Questions submitted after this date may not be reviewed.					
TOTAL COST (Annual cost x 10 years)					\$ _____
THIS SECTION MUST BE COMPLETED BY VENDOR					
Company Name	Address	City	State	ZIP Code	Phone Number
Alaska Business License No.	Vendor Tax I.D. No.	Do you qualify for the Alaska Bidders' [] Yes [] No			
_____ Typed Name Title		Do you qualify for the Alaska Veteran Preference? [] Yes [] No			
_____ Signature Date		Do you qualify for the Military Skills Program Preference? If yes, provide certificate. [] Yes [] No			

**INSTRUCTIONS TO BIDDERS
TERMS AND CONDITIONS**

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

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

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

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

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

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

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

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

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

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

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

11. INDEMNIFICATION: The Contractor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act of the Contractor under this agreement. The Contractor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the Contractor and the independent negligence of the Contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "Contracting agency", as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the Contracting agency's selection, administration, monitoring, or controlling of the Contractor and in approving or accepting the Contractor's work.

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

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

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

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

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

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

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

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

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

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

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

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

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

25. FORCE MAJEURE (Impossibility to perform): The parties to a contract resulting from this RFQ are not liable for the consequences of any failure to perform, or default in performing, any of its obligations under the contract, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the respective party. For the purposes of this Agreement, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.

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

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

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

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

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

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

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

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

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

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

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

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

37. ALASKA BIDDER PREFERENCE: The award of a contract based on a Request for Quotation (RFQ) will be made to the lowest responsive and responsible bidder after an Alaska bidder preference of five percent (5%) has been applied. An "Alaska bidder" is a person who: (1) holds a current Alaska business license; (2) submits a bid for goods, services, or construction under the name as appearing on the person's current Alaska business license; (3) has maintained a place of business within the state staffed by the bidder or an employee of the bidder for a period of six months immediately preceding the date of the bid; (4) is incorporated or qualified to do business under the laws of the state, is a sole proprietorship and the proprietor is a resident of the state, is a limited liability company organized under AS 10.50 and all members are residents of the state, or is a partnership under AS 32.06 or AS 32.11 and all partners are residents of the state; and, (5) if a joint venture, is composed entirely of ventures that qualify under (1) - (4) of this subsection. AS 36.30.170, AS 36.30.321(a) and AS 36.30.990(2)

38. ALASKA MILITARY SKILLS PROGRAM PREFERENCE: If a bidder qualifies for the Alaska bidder preference under AS 36.30.321(a) and AS 36.30.990(2) and is a qualifying entity as defined in AS 36.30.321(f), they will be awarded an Alaska Military Skills Program preference of two percent (2%). The preference will be given to an entity which (1) Employs at least one person who is currently enrolled in, or within the previous two years graduated from, a United States Department of Defense SkillBridge or United States Army career skills program for service members or spouses of service members that offers civilian work experience through specific industry training, pre-apprenticeships, registered apprenticeships, or internships during the last 180 days before a service member separates or retires from the service; or (2) has an active partnership with an entity that employs an apprentice through a program described above, and may not exceed \$5,000. The bidder must also add value by actually performing, controlling, managing, and supervising the

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

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

40. USE OF LOCAL FOREST PRODUCTS: In a project financed by state money in which the use of timber, lumber and manufactured lumber is required, only timber, lumber and manufactured lumber products originating in this state shall be used unless the use of those products has been determined to be impractical, in accordance with AS 36.15.010 and AS 36.30.322.

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

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

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

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

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

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

APPENDIX B1 INDEMNITY AND INSURANCE

Article 1. Indemnification

The Contractor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act of the Contractor under this agreement. The Contractor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the Contractor and the independent negligence of the Contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "Contracting agency", as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the Contracting agency's selection, administration, monitoring, or controlling of the Contractor and in approving or accepting the Contractor's work.

Article 2. Insurance

Without limiting Contractor's indemnification, it is agreed that Contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the Contractor's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the Contracting Officer prior to beginning work and must provide for a notice of cancellation, nonrenewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the Contractor's services. All insurance policies shall comply with, and be issued by insurers licensed to transact the business of insurance under AS 21.

2.1 Workers' Compensation Insurance: The Contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against the State.

2.2 Commercial General Liability Insurance: covering all business premises and operations used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000.00 combined single limit per occurrence.

2.3 Commercial Automobile Liability Insurance: covering all vehicles used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000.00 combined single limit per occurrence.



STATE OF ALASKA BUSINESS – NO CHARGE

LEASE #

**State of Alaska
Hangar Lease**

This hangar lease entered into on the 1st day of March 2022 between:

Business Name

POC: Name

Address

City, State Zipcode

Email:

Phone:

Hereinafter called the Lessor, and the

**State of Alaska
Department of Public Safety
Procurement and Supply Section
5700 East Tudor Road
Anchorage, Alaska 99507**

Hereinafter called the Lessee, covering:

Hangar space combined for approximately **36,000+** square feet, legal description:

Legal Description ;

Physical address:

This Lease Shall:

1. Establish the initial lease period of three years **starting Date** and **expiring Date**.
2. Establish the monthly lease rate of \$ **_____** per month, payable in advance by the first of each month during the lease period to the above address.
3. Establish the State of Alaska's option to renew this lease for seven one-year renewal periods. The renewal periods shall be exercised at the sole discretion of the State of Alaska, giving the lessor written notice prior to the expiration of the term.

Lessor:

Lessee: State of Alaska

DPS Lease #

Page 1 of 12

By: _____

Printed Name: _____

Title: _____

Date: _____

By: _____

Printed Name: _____

Title: _____

Date: _____

SAMPLE

ACKNOWLEDGMENT OF LESSOR

State of Alaska

City of _____, 4th Judicial District

This is to certify that on this ____ day of _____, 2025 before me a Notary Public in and for the State of Alaska duly commissioned and sworn _____ personally appeared to me known and known by me to be the person(s) described in and who executed the instruments set forth above and by to execute the foregoing lease for and on behalf of the said company, corporation, individual, or other entity and they executed same freely and voluntarily as a free act and deed of _____.

WITNESS my hand and official seal the day and year this certificate first above written.

Notary Public for Alaska

Residing at _____

My Commission Expires _____

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year written below.

Lessor: _____

By: _____

Printed name: _____

Date: _____

ACKNOWLEDGMENT BY LESSEE

State of Alaska

City of Anchorage

This is to certify that on this ____ day of _____, 2025 before me a Notary Public in and for the State of Alaska duly commissioned and sworn _____ personally appeared to me known and known by me to be the person described in the executed instruments set forth above as an agent of the Department of Public Safety of the State of Alaska and that He/She has been authorized by the State of Alaska to execute the foregoing lease and on behalf of said State of Alaska and that He/She executed the same freely and voluntarily as the free act and deed of the State of Alaska.

WITNESS my hand and official seal the day and year this certificate first above written.

Notary Public for Alaska

Residing at _____

My Commission Expires _____

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year written below.

Lessee: State of Alaska

By: _____

Printed name: _____

Date: _____

PART I

COVENANTS OF THE LESSEE

The Lessee does hereby covenant and agree with the Lessor that Lessee will:

- A. Pay said rent at the times and place and in the manner aforesaid.
- B. Use and occupy said premises in a careful and proper manner and in accordance with all applicable laws, rules, regulations, ordinances and codes.
- D. Not use or occupy said premise for any unlawful purpose.
- E. Not assign this lease, not underlet said premises, nor any part thereof, without the written consent of the Lessor, provided however such consent shall not be unreasonably withheld.
- F. Keep the premises neat and tidy and free from waste, nuisance or debris and not use or occupy said premises or permit the same to be used or occupied, for any purpose or business deemed extra-hazardous, noxious or objectionable by Lessor, including on account of fire or otherwise.
- G. Make no alterations or additions in or to said premises without the written consent of the Lessor, such consent shall not unreasonably be withheld. Consent to proposed alterations or additions being made by qualified contractors or workers skilled in the trade shall be considered as acceptance of the revised building improvements. The Lessee shall not be liable for restoration of the facility to its condition at date of occupancy.
- H. Leave the premises at the expiration or prior termination of this lease or any extension thereof, in as good condition as received, or in which they might be put by the Lessor, excepting reasonable wear and tear and/or, loss or damage caused by fire, explosions, earthquakes, acts of God, other casualty or as provided for in section 2.b below.
- I. Permit the Lessor to enter said premises at all reasonable times for the purpose of examining the said premises and performing repairs and maintenance to said premises. All such entry shall be preceded by a minimum of twenty-four hours notice to the Occupant with the exception of an emergency.
- J. The state reserves the right to establish and maintain its own hours of operation during the life of the lease and any renewals. The Department of Public Safety personnel shall have access to the facility 24/7 for emergency response aircraft launch. Generally, state offices are open to the public from 8:00 am to 5:00 pm,

Monday through Friday. The state reserves the right to change its hours of operation to accommodate the needs of the public and the state at no additional lease costs. This may require the Lessor to provide fully building functions during any change in hours of operations such as HVAC, lighting, electrical, etc. at no additional lease costs.

K. All space including common areas shall be available on a 24-hour day, seven days a week basis. Elevator service, if available, must be at least on call or on automatic basis during other than regular building service hours.

L. The state shall have the right to use said premises for aircraft storage, aircraft maintenance and repair, and general storage of aircraft related equipment, parts, tools, and miscellaneous general aircraft items, including without limitation, use by various agencies, corporations, departments, instrumentality's, other entities working in partnership with the state, and other office of the State of Alaska. The state shall not use said premises for any other use without the Lessor's consent, which shall not be unreasonably withheld.

M. The State of Alaska agrees that they will be responsible for their own acts, omissions, or other culpable conduct and neither party shall be responsible for the actions or inactions of the other. Each party agree to defend itself individually from claims, demands, or liabilities arising out of any activities authorized by this Agreement or the performance thereof. In any claim arising out of the performance of this Agreement, whether sounding in tort, contract, or otherwise, and whether alleging sole liability, joint liability, vicarious liability, or otherwise, each party shall defend itself but may assert comparative fault, the sole liability of another, or any other defense, affirmative, defense, or request for relief.

End of Part I Covenants of the Lessee

PART II

COVENANTS OF THE LESSOR

And the Lessor does hereby covenant and agree with the Lessee that Lessor will:

A. Make all repairs and do whatever is necessary to maintain and keep the premises in a fit and habitable condition during the continuance of this lease or any renewal or extension thereof. The State shall be responsible for the cost of any such repairs arising out of damage caused by the State or its employees.

B. Indemnity: the Lessor shall hold and save the State, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses for or on account of any and all suits or damages of any character whatsoever resulting from injuries or damages sustained by any person or persons or property by virtue of any act performed by the Lessor or the Lessor's agents and employees pursuant to this lease. The Lessor or his agents shall be liable to the Lessee only for damages to the person, property, guests, and invitees of the Tenant only to the extent that such injuries to those persons or property are caused by the negligence of the Lessor or his agents.

C. Hangar space will be furnished with commercial electrical power. The Lessee will pay the electrical bills for use of electricity after acceptance. The Lessor shall furnish the sewer/water, exterior maintenance, airport land lease, and snow removal with out additional cost to the Lessee.

D. Furnish heating and cooling to all common space and similar type space uniformly with a 60 degrees Fahrenheit to 72 degrees Fahrenheit temperature range. Heating the hangar space shall be maintained at no less than 60 degrees Fahrenheit.

E. Furnish a private bathroom with flushing toilet, hot and cold running water at all lavatories and similar fixtures.

F. Maintain and keep the stairway and common or public hallway used for access to the leased premises in a clean and safe condition

G. Maintain the premises in keeping with good fire prevention practices. The Lessee reserves the right, at reasonable times, to enter and make fire prevention and fire protection inspections of the building and space occupied. Fire safety items will be immediately corrected by the Lessor. In addition, the Lessee reserves the right to make other inspections such as inspections to determine condition of the leased premises.

H. Ensure that facilities provided in this lease are tenantable and that they comply with all laws, ordinances, or governmental regulations pertaining to tenability and performance of this provision is insured by the Lessor agreeing to pay the cost of any building alterations which may be needed during the period of the Lessee's occupancy for purposes of correction any violation of the law cited by a regulatory agency of government not directly as a result of the state's occupancy.

If during the term of this lease, or any renewal or extension thereof, the premises or any part thereof should be rendered untenable by public authority, or by fire or the elements, or other casualty, a proportionate part of the rent according to the extent of such untenability shall be abated and suspended until the premises are again made tenantable and restored to their former condition by the Lessor; and if the premises or a substantial part thereof are thereby rendered untenable and so remain for a period of 30 days, the state may, at its option terminate the lease by written notice to the Lessor.

The State's decision shall be controlling as to whether or not the premises are fit or unfit for occupancy. This 30-day period shall not be so restrictively construed that the Lessee is bound to remain in the leased facility if the State's business cannot be safely executed. If warranted due to unsafe condition, Lessee is free to move elsewhere. If the premises are made tenantable again within this 30-day period, Lessee will return to the facility for occupancy. Lessee may also choose to recover any excess costs, over the abated lease payments, occasioned by relocation due to unsafe condition.

In the event the Lessor fails to correct any violation or remedy any untenable condition in the time interval prescribed by law, the Lessee shall be free to terminate the lease, or shall have the option by hiring competent workmen, with the Lessor bearing the cost of all materials and labor. Lessor further agrees that alterations performed by the Lessee to correct OSHA violations will not be construed by the Lessor to constitute a breach of the terms of this lease.

In the event that, in the reasonable judgment of the Lessee the lawful enjoyment of the demised premises is threatened by the interruption or severance of utilities and severance provided hereunder by the Lessor, and when such interruption or severance is due to deliberate, or negligent, or tacitly negligent act of the Lessor, the Lessee shall have the right to bind such utilities and services as are threatened, in the name of the Lessee. The Lessee shall be free to deduct from the lease payments the cost of such utilities and services, other than the cost of the electricity and heat which are to be paid by the Lessee, together with all necessary deposits and the Lessee's actual administrative costs necessary to procure the utilities and services. This includes any building codes concerning fitness for habitation or the construction, maintenance, operation, occupancy, use or appearance of a premise or unit. The Lessor agrees to pay the cost of any building alterations, which may be needed during the period of the lease for the purpose of correcting any violations of the aforementioned code, regulations, laws, or ordinances.

I. Maintain the building and premises in good and safe working order and condition. The building and premises will be in compliance with all applicable laws, ordinances,

governmental regulations, building and housing codes and The Uniform Housing Code including all mechanical, structural, electrical, plumbing, sanitary, heating, ventilating, and other facilities, equipment and appliances. If the building and premises should become substandard in accordance with Chapter 10 of the Uniform Housing Code, the Lessor will be notified of the substandard condition and the Lessor will within seven days notify the Lessee of the action to be taken to correct the condition and estimated completion date of correcting action. If the premises or a substantial part thereof are thereby rendered substandard and so remain for a period of 30 days, or mutually agreed time, the Lessee may at its option terminate the lease by written notice to the Lessor.

This thirty-day period shall not be so restrictedly construed that the Lessee is bound to remain in the lease facility if the facility is unsafe. If warranted due to unsafe condition, Lessee is free to move elsewhere. If the premises are restored to good condition in the thirty-day period, Lessee will return to the facility for occupancy.

J. The Lessee is responsible for the utility costs for heat and electricity. If the Lessor fails to furnish the above, the Lessee may 1) give written notice to the Lessor specifying the breach and may immediately take action to restore reasonable amounts of hot water, running water, heat, and sanitary facilities during the period of the Lessor's noncompliance and deduct their actual and reasonable cost from the rent: or 2) if the premises are untenable as a result of such failure, procure substitute premises during the period of the Lessor's noncompliance, in which case the Lessee will not pay rent for the period of the Lessor's noncompliance.

K. Renovate the space by refinishing or replacing all damaged or worn walls, ceiling, floor and window coverings, as needed; provided that Lessee shall be responsible for the costs of any damage caused by Lessee or its employees, agents, contractors, customers or others in the premises at the invitation of the Lessee.

L. Disclose to the Lessee in writing on or before the commencement of the tenancy the name, address, and telephone number of:

1. The person authorized to manage the premises. There shall always be an authorized manager or designee in-state and available by telephone responsible to manage the premises.
2. The owner of the premises or a person authorized to and for and on behalf of the owner for the purpose of service of process and the purpose of receiving and receipting of notices and demands. This individual must be located in Alaska.
3. The information required above shall be kept current and this section extends to and is enforceable against any successor landlord, owner, or manager.

M. Provide and maintain locks and furnish keys reasonably adequate to ensure safety to the tenant's person and property.

N. Furnish fire extinguishers for the leased premises that are in accordance with all applicable state and local city laws.

O. Provide annual maintenance and inspection (per N.F.P.A. requirements) of fire extinguisher and smoke detectors. Smoke detectors must be checked annually for proper operation. A licensed fire extinguisher inspector must inspect fire extinguishers.

P. Schedule routine repairs and maintenance work with the Lessee. In all cases the Lessee is to receive a minimum of 24 hours notice prior to any work commencing on the leased premises. This work may be requested by either the Lessor or the Lessee. Emergency repairs will not require the 24-hour notification but will require, when possible, notification of the Lessee prior to any work.

Q. Furnish year-round road maintenance from the parking pad to a primary or secondary road that is maintained year-round by the State of Alaska Department of Transportation or other governmental body. The road maintenance shall include all grading, graveling, ditching and other maintenance required to maintain the driveways and access road in a smooth, passable condition free of mud and ruts.

R. Furnish grounds maintenance as needed to grade, ditch, gravel or other grounds care as needed to the grounds, walks and parking pads to prevent erosion, ponding, mud, or improper drainage to occur.

S. If on-site water and/or sewer system are used, the premises must meet the minimum requirements established by the Department of Environmental Conservation (D.E.C.) for water and sewer systems.

T. If the leased property is sold during the term of the lease, or an extension thereof, the sale will be made subject to the lease. This also applies to any sale as a result of an encumbrance on the property that existed prior to the execution of this lease.

End of Part II Covenants of the Lessor

PART III
OTHER MUTUALLY AGREED TERMS
AND CONDITIONS

It is mutually agreed by and between the Lessor and Lessee that:

A. All terms and condition of the preceding covenants of both Lessee and Lessor are agreeable and accepted in their entirety, except as herein noted;

DISPUTE RESOLUTION: In the event of a dispute between the parties concerning this Agreement, or any events relating thereto, the parties shall first attempt to resolve the dispute through informal negotiations or, if the parties mutually agree, through the use of a third-party mediator or other informal dispute resolution process agreed upon by the parties.

B. All fixtures and/or equipment of whatsoever nature as shall have been installed in the demised premises by the Lessee, whether permanently affixed thereto or otherwise, shall continue to be the property of the Lessee, and may be removed by it at the expiration or termination of this lease or any renewal and at its own expense repair any injury to the premises resulting from such removal.

C. If the Lessee shall at any time be in default in the payment of rent herein reserved, or in the performance of any covenants, terms and conditions, or provisions of this lease, and the Lessee shall fail to remedy such default within thirty days after written notice thereof from the Lessor, it shall be lawful for the Lessor to enter upon said premises and again have, repossess, and enjoy the same as if the lease had not been made, and to remove Lessee's furniture, fixtures and personal property at Lessee's cost and expense, and thereupon this lease and everything herein contained on the part of the Lessor to be done and performed shall cease and terminate without prejudice however, it shall be the right of the Lessor to recover from the Lessee all rent due up to the time of such entry. In case of any such default, Lessor may relet the premises for the remainder of said term for the highest rent obtainable, and may recover from the Lessee any deficiency between the amount so obtained and the rent herein reserved.

D. If the Lessee shall pay the rent as herein provided, and shall keep, observe, and perform all the covenants of this lease the Lessee shall and may, peaceably and quietly, have, hold, and enjoy the said premises for the term aforesaid.

E. This lease and all the covenants, provisions and conditions herein contained shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

F. This lease is subject to all applicable laws of the State of Alaska or local government.

H. FISCAL NECESSITY – NON-APPROPRIATION OF FUNDS: The fiscal year for the State of Alaska is a twelve-month period beginning July 1 and ending June 30 of the following calendar year. Lease payments from the state are subject to annual appropriation of funds by the Alaska State Legislature. After the initial fiscal year of the lease, the state has the right to terminate this lease in whole, or in part, if (1) the Alaska State Legislature fails to appropriate funds for the occupying agency(s) that results in a material alteration or discontinuance, in whole or in part, of the occupying agency(s)' programs. The termination of the lease for fiscal necessity and non-appropriation of funds under this section shall not cause any penalty or liability to be charged to the state, and shall not constitute a breach or an event of default by the state.

I. All conditions and covenants of the lease shall remain in full force and in effect during any extension hereof. Any holding over after the expiration date of this lease or any extension or renewal thereof, shall be construed to be a tenancy from month to month, at 125% of the monthly rental and on the terms and conditions herein specified so far as applicable.

J. Time is of the essence of this lease.

End of Part III Other Mutually Agreed Terms and Conditions